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### University Faculty Association Collective Bargaining Agreement, 1993-1997

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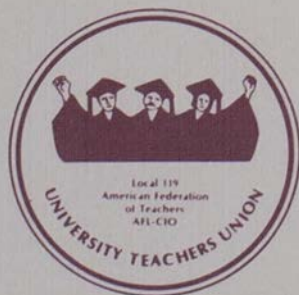
# **Collective Bargaining Agreement**

**Between**

**University Teachers' Union  
The University of Montana**

**And The**

**Montana University System**



**July 1, 1993 Through June 30, 1997**



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

UNIVERSITY TEACHERS' UNION

UNIVERSITY OF MONTANA

AND THE

MONTANA UNIVERSITY SYSTEM

JULY 1, 1993 THROUGH JUNE 30, 1997





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1.000

PREAMBLE

This agreement is entered into by the Commissioner of Higher Education as agent for the Board of Regents of Higher Education on behalf of The University of Montana, hereinafter referred to as the "Commissioner" and The University of Montana, University Teachers Union, hereinafter referred to as the "UTU."

The purpose is to mutually establish the terms and conditions of employment and the rights of the parties to the agreement. Furthermore, it is the intent to engender a spirit of cooperation and establish an atmosphere conducive to the development of quality education, the maintenance of high standards of academic excellence, and to develop an effective and harmonious relationship between the parties.

The parties recognize that good faith collective bargaining is a means of achieving this purpose through a process which gives legitimate expression to the concerns of the faculty members as represented by the University Teachers Union and the University of Montana administration and the Board of Regents as represented by the Commissioner of Higher Education.

2.000

CONTRACT MANAGEMENT

2.100 SEVERABILITY

It is understood and agreed by the parties to this agreement that any provision inconsistent with or contrary to law shall be considered as deleted from the agreement without harm to the remaining provisions of the agreement. If any article or section of this agreement or any addendum to it should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.



## 2.200 INDIVIDUAL EMPLOYMENT CONTRACTS

Any individual employed in a position within the bargaining unit, or reappointed to a position within the bargaining unit, shall be given an individual contract. The total employment agreement between the individual and the employer shall be comprised of this collective bargaining agreement, the individual contract, and any matters incorporated into either document by specific reference. No other terms or oral or written representation by whomever made shall modify or amend the resulting total agreement. The individual contract shall be subject to the terms of the collective bargaining agreement, and no employee in the bargaining unit shall, as a result of any individual contract, be denied the benefit of terms of this agreement to which the employee would otherwise be entitled.

## 2.210 AMENDMENT

Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be written and submitted for appropriate ratification procedures of the Board and UTU. At such time as it is ratified by both the Board and the members of the unit, it shall become a part of the agreement.

## 2.300 EFFECT BY PASSAGE OF LAW

Any provision of this agreement which is contrary to law, but becomes legal during the life of this contract, shall take immediate effect upon the enactment of such legislation.

## 2.400 DISTRIBUTION OF CONTRACT

Upon final ratification and approval of this agreement, the employer shall have the agreement printed and shall distribute one copy to each member of the bargaining unit. The contract cover will include the seal of The University of Montana and the UTU insignia. The parties shall share equally the costs of printing.

## 2.500 ENTIRE AGREEMENT

It is mutually agreed that this collective bargaining agreement is the master agreement for all faculty members in the

bargaining unit and that it constitutes the entire agreement between the parties on all bargainable matters. This agreement also terminates all prior contracts, agreements, and understandings with any employees in the bargaining unit and concludes all collective negotiations on any item whether contained herein or not during its term. It further supersedes any rules, regulations, or policies of the University or the Regents of Higher Education which are contrary to or inconsistent with its terms and is controlling over any individual contracts between the employer and any employee in the bargaining unit. In the instance of employment involving grants, contracts, or other sponsors or outside funding sources, special conditions which are in addition to or differ from the terms of this agreement may be specified on the face of an individual contract and shall be binding during the term of that agreement if approved by an authorized UTU representative.

#### 2.600 CONTRACT TERM

This contract shall be in full force and effect from ten (10) working days after ratification or July 1, 1993, whichever is later, to and including June 30, 1997, and shall be considered as renewed from year to year thereafter unless either party notifies the other party in writing by December 1, prior to the date of expiration, of its desire to modify or terminate this agreement. The four year term of this agreement shall not bar actions filed pursuant to 39-31-207, et seq., MCA.

#### 2.610 SEMESTER TRANSITION

The parties intend that effects of semester transition on terms and conditions of employment are covered by this agreement. In the event some effect of semester transition is not addressed in this agreement, the parties shall first present the issue to the UTU-Administration Committee for resolution. If the UTU-Administration Committee is unable to agree on a resolution of the issue, the parties shall immediately negotiate for a mutually satisfactory resolution.

## 2.700 NEGOTIATION AND SUBMISSION OF PROPOSALS

The parties shall meet no later than seven and one-half (7-1/2) months prior to the expiration date of the contract to commence negotiations. At the initial meeting the parties agree to exchange lists of new items and of those existing articles they intend to modify, amend, delete, or otherwise change. The scope of bargaining during that round of negotiations shall be limited to provisions included on the exchange of lists, except that Article 13, Compensation, is automatically subject to renegotiation. However, the parties can mutually agree to expand the list at any time.

The UTU and Board agree to commence negotiation within a mutually agreeable time after the lists have been exchanged, but no later than fifteen (15) calendar days after the exchange.

## 2.800 NON-DISCRIMINATION

Neither the Board nor the Union shall discriminate on the basis of race, color, sex, religion, creed, age, physical disabilities, marital or familial status, national origin, **political** activity, or participation in labor organizations, and both agree to uphold citizenship rights and constitutional guarantees. The employer and the Union are bound by the Vietnam Era Veterans Readjustment Assistance Act and applicable regulations thereunder, including CFR 60-250.4(a), which are incorporated as part of this agreement by reference. Neither the employer nor the Union will discriminate against any employee or applicant for employment because he/she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified.

## 2.900 NO STRIKE, NO LOCK-OUT

The Board and the UTU agree not to engage in strikes, work stoppages, or lock-outs prior to the commencement of negotiations as defined in Article 2.700.



3.100 RECOGNITION

The Board of Regents recognizes the UTU as the exclusive bargaining representative for all persons on academic appointment to the rank of instructor, assistant professor, associate professor, professor and all others on any academic appointment equivalent to one-half or more of a full-time academic-year appointment if at least one-half of their contractual obligation is comprised of teaching, research, and/or public service. The second successive semester academic appointment for one-half or more time teaching, research, or public service shall constitute a one-half full-time academic year appointment includable in the bargaining unit concurrent with the second appointment. In addition, the bargaining unit shall include department chairpersons, divisional coordinators in the School of Education, program directors, library faculty holding academic rank, replacement faculty, persons on terminal contract, and post-doctoral fellows.

Excluded from the bargaining unit are the Reserve Officer Training Corps faculty, part-time academic appointments for any service less than or which is not equivalent to one-half or more of a full-time academic year appointment, professional counselors of the Center for Student Development, the faculty of the AFIT-MBA unit in Great Falls, the faculty of the School of Law, the Director and Associate Directors of the Bureau of Business and Economic Research, Director of the National Center for Career Education, the Director of the Mansfield Center, the Director of the University Biological Station, the Director of the MORP Program, the Director of the Montana University Affiliated Program, deans, associate deans, assistant deans, whose duties exceed one-half or more time administration, the President, Vice-Presidents, and their administrative staff members.

The UTU-Administration Committee shall review all present academic appointments consistent with the above criteria and prepare an agreed list of all persons within the bargaining unit, and a list of all persons agreed to be outside the bargaining unit. hereafter, any new academic appointment or change in duties of a

current appointee shall be reviewed by the Committee and be mutually agreed to be in the unit or out of the unit or grievable.

### 3.200 UNION SECURITY

During the term of this agreement members of the bargaining unit shall either become members of the UTU or pay equivalent fees determined by the UTU as set forth below.

New employees in the bargaining unit and continuing charity contributors may sign a statement provided by the UTU stating their objection in principle to becoming a member of the UTU or financially supporting the UTU and elect to contribute an equivalent amount to one or more charitable organizations authorized by the UTU. Only new employees who have exercised this option within thirty (30) days of commencement of initial employment and continuing charity contributors will be allowed to renew this option annually. Once the option is not renewed, no subsequent renewals shall be permitted. All proceeds that are collected as a result of civil action by the UTU as hereinafter provided shall belong to the union and cannot be designated for charitable purposes. Nothing contained in this paragraph shall remove such employees from the bargaining unit.

The dues, fees, or contributions provided for herein may be paid annually by direct payment to the UTU or on a monthly basis by payroll deduction, as hereinafter provided.

Upon written authorization of any bargaining unit member, the employer shall deduct from the pay of the employee the monthly dues, fees, or contributions as certified by the UTU and shall deliver all monies thereby collected, along with an itemized list of said deductions, to the treasurer of the UTU who shall acknowledge each receipt thereof in writing. Direct annual payments shall be made by October 31 or payroll deduction shall be authorized within thirty (30) days of the beginning of fall term orientation activities or within thirty (30) days after initial employment whichever is later. In the event that a faculty member does not authorize a payroll deduction in time to meet the payroll deadline for August, those dues, fees or contributions shall be deducted, along with current dues, from the next succeeding month's

pay.

In no event shall failure to pay the obligations result in termination of employment or otherwise affect the terms and conditions of employment of any employee in the bargaining unit. Any employee in the bargaining unit who fails to pay the authorized obligation shall be subject to the following:

Step 1. A joint conference with a representative from the union and a representative of the administration at which the duties and obligations of the employee are explained to him/her.

Step 2. Civil action by the UTU for damages against the employee.

The administration will cooperate with the UTU for the purposes of enforcing this section of the contract.

The UTU shall protect and hold harmless the University from any and all claims, demands, suits, or any costs or fees related thereto, by reason of the UTU's performance or enforcement of the provisions of this section.

### 3.300 INFORMATION AND DATA

Upon request the Board agrees to furnish, within a reasonable time, UTU and the University Library with copies of: (1) budgets for the Board of Regents and for each institution in the agreement, (2) minutes of the Board meetings, (3) general policy statements, and (4) public information used in the preparation of budgets. Neither the Commissioner, the University administration, nor the UTU shall be required, without an effective written waiver, to provide the other party with information that is privileged, confidential, or which would require the revelation of personal information of a private nature. Voluminous information shall be made available for inspection at its normal place of retention or, upon request, will be provided to the other party at reproduction cost.



### 3.400 OFFICE SPACE AND MEETING ROOMS

The University administration shall provide office space at a central location for the UTU. The UTU shall have the right to meet in rooms of the University which are unscheduled for other use.

### 3.500 ADDRESSING THE BOARD

Officers of the UTU shall have the right to address the Board on relevant topics, providing that the UTU notifies the administration and the Commissioner in writing ten (10) working days in advance of any regularly scheduled Board of Regents meeting. Such notice shall contain a statement regarding the topic which shall be placed on the regular Board agenda.

### 3.600 RELEASE TIME - UTU

Up to two (2) designated representatives of the UTU shall, upon request to the administration, be granted the equivalent of three (3) credit hours release time per semester in work load with no reduction in pay.

The portion of the assignment from which the representatives are to be released shall be determined by the employer.

## 4.000 FACULTY RIGHTS AND WORKING CONDITIONS

In addition to the rights delineated elsewhere in this agreement, the faculty members shall be entitled to the following rights and working conditions.

### 4.100 SAFETY

The University shall provide a place of employment which does not endanger the health or safety of any member of the faculty and shall provide restrictions on indoor tobacco smoking consistent with applicable law. Faculty members shall notify the employer of any safety or health hazards observed incident to employment, and the employer shall investigate and institute appropriate remedial action.

#### 4.200 PROFESSIONAL REQUIREMENTS

##### 4.210 OFFICE FACILITIES

A private, enclosed office shall be provided each faculty member unless he/she agrees that other office or working arrangements are more appropriate. Each office shall have a functional door lock and at least one desk, desk chair, file cabinet, and bookcase. Keys to access the office shall be made available upon payment of a one-time returnable key deposit.

A telephone shall be made available in each faculty office unless other arrangements agreeable to the faculty member have been made with the department or school.

All conference rooms shall be equally available for scheduling for departmental purposes, and availability of adequate conference rooms shall be considered in the course of campus modification and development.

Faculty may have free access to their offices at any time, provided appropriate notice has been given to campus security, and the energy conservation program temperature is acceptable as is.

Faculty may retain personally owned items or property which are relevant to their employment in their office at their own risk of loss.

Offices and office equipment may be reassigned for other use during the time any faculty member is on sabbatical, leave without pay, or extended sick leave.

A faculty member going on leave may request storage for equipment, data, records, and materials acquired through sponsored programs.

##### 4.220 SUPPORT STAFF AND MATERIALS

Faculty members are expected to inform the administration in writing regarding their needs for secretarial assistance, classroom facilities, laboratories, clinical facilities, teaching and research assistance, library acquisitions, equipment, materials, storage, and travel funds necessary for the performance of assigned teaching, research, and service activities. If the administration is unable to meet the above needs, it shall so inform the affected faculty member, in writing, within twenty (20) days. A faculty



member's evaluation may take into account the inability of the University to provide support for the performance of assigned duties.

The UM administration formally states its intention to improve financial support for library acquisitions, faculty professional travel, and research and creative activities, because of their importance to academic excellence and quality of faculty teaching and research.

#### 4.230 TRAVEL EXPENSES

Expenses incurred incident to authorized professional travel shall be reimbursed in accordance with state statutes. Authorized professional travel shall include, but not be limited to, attendance and/or participation in professional meetings, workshops, seminars, conferences, institutes, visitations, evaluations, inspections, and field trips for students. Time off campus for travel under this section should not interfere with or reduce the faculty member's contributions to the University and its operations.

#### 4.300 AMENITIES

##### 4.310 PARKING

Upon payment of the standard University parking fees, a faculty member may utilize the parking facilities of the University in accordance with established regulations.

#### 4.400 RIGHTS SPECIFIC TO FISCAL YEAR FACULTY

##### 4.410 CONTRACT OPTIONS

Persons on a fiscal year contract may request conversion to an academic year contract at the established conversion factor.

##### 4.420 CONTRACT DUTIES

A professional library faculty member may request an assignment of time for research or professional development and shall be accountable for the use of that time. Such requests shall be in writing to the dean and shall specify the purpose and the work to be accomplished.

#### 4.500 PERSONNEL FILES

Each faculty member shall have only one official personnel file which shall reside in the office of the Director of Personnel and shall be under his/her direct control and supervision. Other repositories for information concerning a faculty member may exist, as in the office of the appropriate dean or chairperson, but no item of content may be construed by its presence in these additional repositories to belong to the official personnel file of a faculty member.

Each faculty member's personnel file shall be open to him/her, except for confidential correspondence connected with initial employment.

The opportunity to rebut, comment on, and/or clarify any unfavorable item in the file shall be guaranteed to the faculty member. Such rebuttal, commentary, and/or clarification shall be attached to the relevant item in the file.

The personnel file shall contain any mandatory evaluation results.

Copies of any item in his/her personnel file shall be provided to the faculty member upon request at his/her expense.

No anonymous material shall be placed in a personnel file.

5.000

#### MANAGEMENT RIGHTS

As provided by Montana statute (39-31-303, MCA) except as modified by this agreement, the employer shall have the prerogative to operate and manage its affairs in such areas as, but not limited to:

- . direct employees;
- . hire, promote, transfer, assign, and retain employees;
- . relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- . maintain the efficiency of government operations;
- . determine the methods, means, job classifications, and personnel by which government operations are to be conducted;

6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. establish the methods and processes by which work is performed.

#### 5.100 PERFORMANCE BY DESIGNEE

Any responsibility assigned to a specific representative of the administration may be performed by either a designee or the specific representative. However, the specific representative remains responsible for the actions of such designee.

### 6.000 ACADEMIC FREEDOM AND RESPONSIBILITY

#### 6.100 ACADEMIC FREEDOM

The University of Montana has had a long tradition of, and a deep commitment to, academic freedom. The welfare and strength of the University and of society at large depends upon the free search for truth and its free expression. To this end The University of Montana shall recognize and protect full freedom of inquiry, teaching, research, discussion, study, publication, and for artists, the creation and exhibition of works of art, without hindrance, restriction, equivocation, and/or Board or administration reprisal. This right extends to other facets of campus life to include the right of a faculty member to speak on general educational questions or about the administration and operation of his/her own institution and the Montana University System. The right of academic freedom shall be the right of every faculty member whether tenured or untenured.

The parties to this agreement shall also recognize that each faculty member is a citizen and a member of a learned profession, as well as an employee of an educational institution. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. When acting as a private citizen, the faculty member has an obligation to make it clear that he/she speaks, writes, and acts for himself/herself and is not acting as a representative of The University of Montana or the Montana University System.



## 6.200 ACADEMIC RESPONSIBILITY

The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the University and its members for academic freedom safeguards must extend equally to requiring responsible service, consistent with the objective of the University. Every person in the bargaining unit is at one and the same time (1) a teacher, (2) a member of the faculty of the University, and (3) a scholar. By virtue of his/her position in the University, the individual shares all three of these functions, each of which is of great importance.

As a teacher, every person in the bargaining unit is responsible for the effective instruction including evaluation of students at the University. Aspects of effective instruction include teaching classes in accordance with official descriptions and meeting classes in accordance with published schedules at on-campus locations, off-campus locations germane to the subject matter, or at other locations approved by the dean or his/her designee. No classes may be taught off-campus or at unscheduled locations during any concerted activity by any University employee without prior approval of the appropriate dean or his/her designee.

The faculty member should have both a depth and breadth of knowledge in his/her chosen field and be able to communicate this knowledge to the students. The faculty member should maintain an active interest in the advances and current thinking in his/her subject and be able to relate such information to his/her teaching in an organized manner through incorporation into course materials. Moreover, the faculty member should maintain a critical attitude toward his/her teaching and should strive continuously to improve it. Obviously, the faculty member shall avoid persistent intrusion of totally unrelated material into classroom presentations. The effective teacher feels and exhibits enthusiasm for his/her subject and creates an environment that stimulates imaginative thinking.

The faculty member should have a deep interest in the students' progress and welfare, which includes counseling and advising assigned advisees as well as other students on their program of study and other academic matters, and maintaining a responsible, professional relationship with the students. The

faculty member will carefully ensure equal application of class standards and requirements. Faculty shall preserve the records necessary to compute final grades for one academic term. Each faculty member has obligations and responsibilities to assist in the proper administration of University affairs. It is therefore to be expected that he/she will serve on committees, attend University functions, and render public service in the area of his/her professional competence.

As a scholar, the person is responsible to the University and to society to keep informed about advances in knowledge and to engage in an active program of research or creative activities as judged by peers. This part of his/her activity, though in general not formally scheduled, is nevertheless essential. In large measure the welfare of society depends on it. Although the artist faculty member may be a scholar, he/she should have the unqualified option of being a productive artist. Creative work in any field, such as literature, music, art, and drama, through its contributions to our cultural life, ranks equally with research and scholarly publications.

These functions and responsibilities should not be thought of as mutually exclusive, but as overlapping and complementary. Thus, active participation in the work of learned societies is related to a person's work as both scholar and member of the faculty. Similarly, preparation of papers for publication, which is an example of a person's function as a scholar, may well grow out of his/her work as a teacher.

#### 6.210 INSTRUCTIONAL WORKLOAD

The instructional portion of the workload of tenured/tenure-track faculty (all references to "faculty" in this section exclude visiting and temporary faculty, librarians, and "research" faculty) shall be the equivalent of 16.5 credit hours in the 1995-96 and 1996-97 academic years. Every faculty member's overall workload shall include, in addition to the 16.5 credit hour instructional responsibility, some service and research/creative activities. No faculty member with a full overall workload responsibility shall be required to assume larger instructional responsibility without

prior agreement with the unit chair and appropriate dean for an equivalent reduction in the non-instructional portion of the workload. Individual faculty members may seek reassignment from all or part of the 16.5 credit hour instructional workload to non-instructional duties in accordance with guidelines adopted in each academic unit as outlined herein. Reassignments and credit-hour equivalencies for extraordinary research/creative activities, extraordinary professional service activities, and instructional activities other than lecturing shall be administered by the unit chair and appropriate dean pursuant to guidelines formulated by the faculty of each academic unit and approved by the unit chair, appropriate dean, and provost. Faculty of academic units that fail to develop guidelines that are approved by the unit chair, appropriate dean, and provost shall not qualify for reassignments and credit-hour equivalencies. These guidelines for reassignments and credit-hour equivalencies shall take account of student need for required courses; extraordinary research/creative activities and professional service; and the contact-hour demands of studio and laboratory courses, independent studies, supervision of internships and student teaching, courses designated as "W" (writing intensive), large enrollment courses with or without the aid of teaching assistants and/or graders, graduate student mentoring, extraordinary advising duties, and developing and teaching courses delivered through telecommunications to multiple sites. Independent of these guidelines, faculty members may seek reassignment to activities funded by external sources.

#### 6.220 APPEAL OF WORKLOAD ASSIGNMENT

Workload assignments described in section 6.210 may be appealed to a standing committee composed of five tenure-line faculty members serving staggered four-year terms. The UTU shall appoint two members, the Administration shall appoint two members, and the foregoing four members shall select unanimously the fifth member. The committee shall adopt procedural rules for staggering terms, filing an appeal, and prohibiting conflict of interest. The committee shall submit its recommendation to the provost. The provost's decision shall focus solely on the committee's



application of the academic unit guidelines adopted pursuant to section 6.210. The provost's decision can be grieved pursuant to section 19.000 only if it is in conflict with a four-to-one or five-to-zero vote of the committee in favor of the faculty member and if the provost's decision is not based on the academic unit guidelines adopted pursuant to section 6.210.

7.000

ACADEMIC GOVERNANCE

7.100 FACULTY SENATE

The UTU, as the elected bargaining agent, retains exclusive right to negotiate and reach agreement on all matters pertaining to salaries, benefits, and terms and conditions of employment. Without waiving this right, the UTU and the Board recognize the desirability of a democratic governance system for faculty in areas of academic concern. Such a governance system shall be implemented through a democratically elected and representative Faculty Senate. The University President and/or his/her representatives may request and shall be granted invitations to meetings of the Senate and Senate Committees to present and discuss administrative proposals in the areas under Senate purview. Matters of academic concern may be initiated by the Senate or by the President or his/her representative. The matters which shall be reviewed and recommended by the Senate, in accordance with regulations of the Board, shall include:

1. specific curricular changes submitted by the faculties of the various departments and schools through the appropriate University committee;
2. general requirements for various degrees, including honorary degrees, and nomination of candidates for graduation;
3. general requirements for admission and retention of students and guidelines for student recruitment;
4. development, curtailment, discontinuance, or reorganization of academic programs;
5. issues that pertain to the academic affairs of the University and matters of critical concern about the welfare

and administration of the University;

6. establishment of committees and other bodies deemed necessary to carry out the responsibilities under this provision.

In accordance with Board policy, faculty representatives shall have the right to address the Board at their meetings in support of Faculty Senate positions.

#### 7.200 RELEASE TIME - FACULTY SENATE

One designated representative of the Faculty Senate shall, upon request to the administration, be granted the equivalent of three (3) credit hours release time per semester in work load with no reduction in pay.

The portion of the assignment from which the representative is to be released shall be determined by the employer.

#### 8.000 UTU-ADMINISTRATION COMMITTEE

A joint UTU-Administration Committee shall be established for the purpose of discussing mutual concerns pertinent to the maintenance of the University. The Committee shall normally meet monthly during the academic year, and special meetings may be called upon the joint recommendation of the President of the University and the President of the Union. The Committee shall consist of six (6) members, three (3) appointed by the UTU and three (3) appointed by the President, who may appoint himself/herself. The President of ASUM, or his/her designee, shall be invited to participate in these meetings.

Matters must be placed on the agenda by either of the parties one (1) week before the meetings, but this requirement may be waived by mutual consent.

#### 9.000 PROBATIONARY AND TENURED APPOINTMENTS

##### 9.100 RIGHTS OF PROBATIONARY APPOINTEES

A probationary appointee has the right to serve the specified term of the appointment and may not be discharged without



cause during that term. An appointee discharged for cause prior to the end of the specified term of the appointment shall be entitled to the same procedural protections afforded tenured faculty members discharged for cause.

#### 9.200 REAPPOINTMENT

Procedures for retention of probationary appointees shall be conducted according to Article 10.000, Unit Standards and Faculty Evaluation Procedures.

#### 9.300 RANK AND APPOINTMENTS

At the time of appointment or reappointment, each faculty member shall be provided by the employer with a written agreement which specifies rank, salary, and other terms and conditions of employment. All full-time appointments at the rank of professor, associate professor, assistant professor, and instructor shall be either probationary or tenured. Non-tenurable appointments, also known as adjunct appointments, include three types: adjunct teaching faculty at any rank, adjunct research faculty at any rank, and visiting teaching faculty at any rank. Any appointment, however designated, where the employee is paid at least thirty-three percent (33%) from grants, contracts, or other sponsors or outside funding sources is non-tenurable. Such an employee shall be informed in writing by the dean upon his/her initial hire that his/her appointment is non-tenurable. A shift from a non-tenurable appointment to a tenurable appointment requires a separate written agreement between the employee and the University. However, a transfer of funding sources shall not affect an existing probationary appointment or appointment with continuous tenure unless there is a separate written agreement between the employee and the University to the contrary.

All full-time service at The University of Montana in the rank of instructor, assistant professor, associate professor, or professor shall count as probationary service toward tenure. Pro rata credit will be given for all full-time service for any academic term except summer session.

In the absence of a separate agreement signed by the

President, the faculty member, and the academic unit chairperson, and/or dean, no creditable probationary service toward tenure may be allowed or granted for part-time service or service in any non-tenurable rank or position. Specific exceptions regarding creditable probationary service toward tenure for part-time service or service in a non-tenurable rank or position may be granted by the President in a written agreement separate from the employment contract.

By an agreement signed by the President, the faculty member, the academic chairperson, and the dean, a tenured faculty member may permanently reduce his/her tenured appointment from 1.00 FTE to not less than .50 FTE. Thereafter, the faculty member will have tenure over only the agreed portion of the reduced appointment.

Teaching faculty employed on semester or yearly non-tenurable appointments, who are bargaining unit members and apply for non-tenurable appointments, shall be given special consideration for such appointments as follows. If, after applicable EEO/AA compliance, two or more such faculty are equally qualified by degrees, teaching evaluations, and relevant experience in the discipline, the person with the most experience at UM shall be considered by the hiring authority as most qualified for the position.

#### 9.400 NON-REAPPOINTMENT

A probationary appointee has no right to reappointment, and a probationary appointment shall automatically expire at the end of the specified term in the absence of a written reappointment signed by the President. The President may request and review, but shall not be obligated to adhere to, recommendations from the unit, dean, and the Academic Vice President regarding questions of renewal of probationary appointments.

In cases of nonreappointment for financial or programmatic considerations the probationary appointee will be so notified in writing. Written notice of non-renewal of a probationary appointment shall be mailed or given by the President or his/her designee at least four (4) months prior to the expiration of the first appointment, seven (7) months prior to the expiration of the

second appointment, and twelve (12) months prior to the expiration of the third or later appointment.

The employer shall make a good faith effort to provide a probationary appointee with the notice period required by this agreement, but failure to do so shall not result in automatic reappointment. The employer shall have the options of (1) providing additional employment of one semester for first year appointees, two semesters for second year appointees, and two semesters for appointees of three years or more, or (2) providing severance pay in lieu of any portion of the notice to which the employee is entitled. Severance pay shall be paid at twice the individual's monthly rate, or portion thereof, for the period by which the notice is deficient.

The notice provisions of this section shall not be applicable to non-tenurable unit employees paid from grants, contracts, or other sponsors or outside funding sources. The employer will honor the term of such an employee's individual contract for its complete term. However, when funding for such an employee is eliminated or reduced, the employer may reassign the employee appropriate to the employee's professional qualifications as it sees fit for the remainder of the employee's contract term. Notwithstanding the foregoing, summer employees paid from grants, contracts, or other sponsors or outside funding sources are hired subject to the continued availability of funds, and in the event of reduction or elimination of such funds, the employer may terminate such employees prior to the designated terminal date of the individual's summer contract.

#### 9.500 CREDIT FOR PROBATIONARY SERVICE

Credit shall be given each probationary appointee for all full-time service including full-time research, creative activity and/or service at The University of Montana in the rank of instructor, assistant professor, associate professor, or professor. Time spent on summer session appointments is excluded. Credit shall also be given for full-time employment in the rank of instructor or above in other accredited four-year institutions of higher education in the United States. Credit for research and/or



creative activity or service at foreign four-year institutions of higher education at the rank of instructor or higher may be granted toward continuous tenure status by agreement among the faculty member, the academic chairperson, the dean, and the President. Not more than three (3) years of service at other institutions shall be credited towards acquiring continuous tenure status.

No credit for probationary service may be granted for any time on leave without pay for other than academic or professional reasons. Credit may be granted for leaves or extended service away from the campus with prior written approval by the Academic Vice President. For purpose of prior service, as well as service at The University of Montana, commensurate credit may be given for any academic term of full-time service.

Credit for prior service must be determined in writing and signed by the Academic Vice President at the time of initial appointment or it must be presumed none was given.

#### 9.600 ELIGIBILITY FOR TENURE APPLICATION

A probationary appointee shall be eligible to make an application for tenure after the appointee has accumulated five (5) years of credit toward tenure, at least three (3) of which have been accumulated at The University of Montana. Further, the applicant must have the appropriate terminal degree for the discipline and unit in which tenure is to be awarded and the minimum academic rank of associate professor, except in unusual circumstances. Tenure shall not be awarded in absence of application by the eligible faculty and approval of tenure by the employer. Application for tenure must be in accord with unit standards.

#### 9.700 THE TENURE APPLICATION

Procedures for the evaluation of tenure applications shall be conducted according to Article 10.000, Unit Standards and Faculty Evaluation Procedures. It shall be the responsibility of the eligible faculty member to initiate the application for tenure which shall include at least the following: (1) a statement of the teaching, research and/or creative activity, and public service

performed by the applicant during the probationary period; (2) a vita of the applicant's publications and/or creative works; (3) evidence that the applicant has achieved or is in the process of achieving recognition in his/her field of competence beyond The University of Montana; and (4) any other information the applicant deems relevant to his/her professional development, competence or performance.

#### 9.800 LIMITATIONS ON TENURE AWARDS

Even though a faculty member may be otherwise eligible, tenure shall not be awarded to any faculty member who has made application in any of the following instances:

1. when the number of tenured positions in a unit would exceed the faculty FTE in the unit which are supported by current unrestricted funds (i.e., not supported by sources such as the contract or grants which are susceptible to discontinuance by parties other than the employer);
2. when the faculty member holds the rank or position of adjunct, acting or visiting appointment, lecturer or faculty affiliate;
3. as an automatic consequence of errors or omissions on the part of the employer. Tenure may only be acquired by an affirmative award in response to an appropriate application by an eligible probationary appointee consistent with the terms of this agreement.

#### 9.900 RIGHTS OF TENURED APPOINTEES

Tenure is a right to annual renewal of each academic year appointment, and no tenured faculty member may be terminated during the term of the appointment or notified of non-renewal of appointment for the next academic year, except as otherwise provided by this agreement. The terms and conditions of each reappointment shall be specified in writing in the annual individual employment contract. In the absence of a written agreement prior to the commencement of the term of the reappointment, the terms and conditions of the previous appointment

shall continue in effect until modified in writing.

Once tenure has been awarded it shall continue until the employment of the tenured individual is discontinued consistent with the terms of this agreement.

Tenure is with The University of Montana and not the Montana University System.

## 0.000 UNIT STANDARDS AND FACULTY EVALUATION PROCEDURES

### 0.100 EVALUATION STANDARDS

Any evaluation of faculty members for purposes of promotion, tenure, salary determination, or recommendation for retention shall involve consideration of appropriate UNIVERSITY REQUIREMENTS as well as UNIT STANDARDS of the respective academic units. Distribution of approved university requirements and unit standards to appropriate faculty prior to initiating the evaluation process will be done by the appropriate dean or his/her designee.

### 0.110 UNIVERSITY REQUIREMENTS FOR FACULTY ADVANCEMENT

The following university requirements must be met regarding each of the respective types of advancement or salary determination as indicated. (For purposes of determining years in rank, pro rata credit shall be given all full-time service for any academic term except summer session.)

#### Promotions

- (a) To Assistant Professor: Requires possession of the appropriate terminal degree or its equivalent as defined by the unit standards of each discipline.
- (b) To Associate Professor: Except in unusual circumstances, four (4) or more years of full-time service in rank as assistant professor are required prior to the date of promotion (application may be made during the fourth year in rank), and possession of the terminal degree in the appropriate discipline is required consistent with applicable unit standards. The character of the service in rank as assistant professor shall be such that there is a



clear demonstration of professional growth and an increasingly valuable contribution to the University.

- (c) To Professor: Except in unusual circumstances, five (5) or more years of full-time service in rank as an associate professor are required prior to the date of promotion (application may be made during the fifth year) and possession of the terminal degree in the appropriate discipline is required consistent with applicable unit standards. The character of the service in rank as associate professor shall be such that there is a clear demonstration of professional growth and an increasingly valuable contribution to the University.
- (d) In all applications for promotion, performance in teaching, community and University service, and scholarship are all important and essential, as set forth in section 6.200. For promotion to full professor, a faculty member must have a satisfactory record of teaching competence, scholarship, and service. However, no faculty member may be promoted to full professor on the basis of teaching and service alone.

2. Award of Tenure

- (a) Eligibility for application for tenure is defined in Article 9.600, Eligibility for Tenure Application.
- (b) Professional growth, activity, and prospects shall be demonstrated by scholarly publication or appropriate recognition for creative works; involvement in continuing education programs; participation in professional societies; receipt of grants, contracts, fellowships, and other awards; and/or direction of student research.

3. Salary Determination

- (a) Merit Award: Above normal performance in at least two (2) of the three (3) areas: teaching, research, creative work, or public service; or outstanding performance or special recognition in at least one (1) of these areas, and normal performance in the remaining area or areas of assigned duties.

- (b) Normal Increment: The performance of a majority of faculty members will generally be evaluated as "normal." They will be expected to grow in value to the institution and will be rewarded with a "normal" increment to their salary.
- (c) Less-Than-Normal Increment: Either the absence of any performance or poor performance of assigned responsibilities within the scope of employment may constitute grounds for a less-than-normal increment. It is understood that the absence of performance in any one or two of the areas of teaching, research, (or creative activity), and public service does not justify a less-than-normal increment if the quantity of performance in the remaining area or areas is proportional to the FTE of the appointment, if the quality of performance in the remaining area or areas is at least normal, and if the individual has assigned duties solely in the remaining area or areas.

4. Incorporation of University Requirements into Unit Standards:

All university requirements shall be incorporated into Unit Standards according to procedures specified in Section 10.250. The Academic Vice President may designate a list of Unit Standards to be reviewed during the term of this agreement.

10.120 UNIT STANDARDS FOR FACULTY EVALUATION

1. Units for Which Evaluation Standards are Required: The current academic units under the respective headings of The University of Montana for which unit standards for faculty evaluation are required are as follows:

Arts and Sciences

Anthropology  
Biological Sciences,  
Division of  
Chemistry  
Communication Studies

Education

Health and Human Performance  
Curriculum and Instruction  
Educational Leadership and  
Counseling

Fine Arts



Computer Science	Art
Economics	Music
English	Drama/Dance
Environmental Studies	
Foreign Languages and Literatures	<u>Forestry</u>
Geography	Forestry
Geology	<u>Journalism</u>
History	Journalism
Liberal Studies	Radio/TV
Mathematical Sciences	
Native American Studies	<u>Library</u>
Philosophy	Library
Physics and Astronomy	
Political Science	<u>Mansfield Center</u>
Psychology	
Social Work	<u>Pharmacy and Allied Health</u>
Sociology	<u>Sciences</u>
	Pharmaceutical Sciences
<u>Business Administration</u>	Pharmacy Practice
Accounting and Finance	Physical Therapy
Management	

The above academic units are subject to addition, deletion, or change by the employer in accordance with provisions of Article 7.100 of this agreement.

2. General Activities for Unit Standards: The following general activities, including those with an interdisciplinary and/or international focus, shall be given consideration in any evaluation for purposes of promotion, award of tenure, determination of salary increment, or recommendation for retention.

- (a) classroom performance;
- (b) student advising;
- (c) scholarly publication or creative works;

- (d) participation in professional organizations or societies, receipt of awards in recognition of professional accomplishments, or speaking engagements related to one's professional field;
- (e) professional service demonstrated by consulting or other outside work for agencies, communities, schools, etc.; serving on advisory boards; and service on campus committees;
- (f) research efforts related to grants, contracts, direction of student research, or professional research efforts incident to publication.

3. Preparation and Approval of Unit Standards: Unit standards will be prepared and proposed by the faculty of each respective unit. The unit standards for each respective unit must:

- (a) be consistent with University requirements;
- (b) address the general activities;
- (c) address participation in general education activities;
- (d) address all academic appointments to the unit;
- (e) specify the documentation or other evidence required to support evaluation of teaching, research or creative activity, and/or public service;
- (f) specify, where appropriate, special standards and special procedures for the evaluation of individuals on grants, contracts, or other work assignments outside the normal academic activities of the unit, including but not limited to adjunct research faculty;
- (g) guarantee peer review;
- (h) ensure consultation between faculty members and chairpersons or deans before each individual recommendation is made final; and
- (i) be approved by the Standards Committee, the appropriate dean, and the Academic Vice President prior to application for evaluation purposes.

10.200        PROCEDURES FOR FACULTY EVALUATION

10.210        INDIVIDUAL'S PERFORMANCE RECORD - October 15

The documentation or evidence of performance required by the unit standards and applicable sections of this agreement, shall be prepared by every member of the bargaining unit in sequentially numbered pages which incorporate exhibits by reference and are signed on the last page by the person to be evaluated. The individual shall submit the documentation to the chairperson of the Faculty Evaluation Committee and the department chairperson or in those instances where there is no chairperson, to the dean by October 15. The performance period, consisting of one or more years of record each running from October 16 to October 15, to be documented for the respective types of advancement is as follows:

1.        Promotions: All service in the current rank or since the documentation was prepared for the last promotion.
2.        Tenure: The entire probationary period including credited prior service.
3.        Merit: The time since the documentation was prepared for the last merit or promotion, whichever is shorter.
4.        Normal and Less-Than-Normal: The previous year of record.

An individual on split assignment shall submit the documentation and evidence to the unit in which the greatest portion of the FTE is assigned; or if the FTE is equally split, to the unit in which first hired; or if not first hired in one unit, to the unit in which best qualified for full-time service. The chairperson of the Faculty Evaluation Committee, department chairperson and dean of the unit evaluating the split appointment shall obtain evaluations from their respective counterparts in the other units to which the individual was partially assigned.

The Faculty Evaluation Committee, the department chairperson, or the dean may request and consider any evidence from any source, including the faculty member to be evaluated, provided that any evidence relied upon for evaluation purposes shall be incorporated into the record and the faculty member shall be afforded an opportunity to respond to it. No individual to be



evaluated may be sanctioned, suspended, disciplined, or discharged for failure to comply with a request to provide additional information.

10.220      STUDENT EVALUATION - October 15

Each Student Evaluation Committee shall consist of at least three (3) but not more than seven (7) students who are majors and/or graduate students in the respective unit and shall include one (1) faculty observer who shall enjoy all rights of full participation and access to information except voting. The members shall be appointed by the department chairperson, or if there is no chairperson, by the dean, by September 15. The Committee shall elect a chair from among its voting members.

The Committee shall review the teaching and advising effectiveness of the faculty members in the bargaining unit who are in the academic unit for which the Student Evaluation Committee is appointed. The unit shall either use an existing course evaluation form, prepare and use its own course evaluation form, or use the form prepared by the UTU-Administration Committee and shall make all completed course evaluation forms available to the Student Evaluation Committee by September 20. The Committee shall review course evaluations and may seek or receive relevant evidence from students who have taken courses from or have been advisees of the faculty member being evaluated. The Committee shall prepare written evaluation of the teaching and advising of each faculty member whose performance is reviewed. Each written evaluation shall be signed by the chairperson of the Student Evaluation Committee, the department chairperson, and the dean by October 15.

The Student Evaluation Committee shall neither review the evidence of performance prepared by the faculty member nor have any responsibility for application of unit standards.

Neither error nor omission of student participation in any evaluation may constitute grounds for a grievance. The evaluation procedure may proceed without participation by a departmental Student Evaluation Committee.



10.230 FACULTY EVALUATION COMMITTEE - November 15

By election each unit shall annually establish an evaluation committee of at least three (3) members from the unit who shall elect their own chairperson from among their membership. One student observer with all rights save voting shall be appointed by the Committee chairperson from among the majors and/or graduate students in the unit.

The Committee shall apply the unit standards to review the performance of each faculty member in the unit and make a written recommendation with justification signed by the committee chairperson which shall, where appropriate, specifically address: (1) retention, (2) salary increment, (3) promotion, and (4) tenure, and which should be forwarded to the department chairperson and the dean by November 15. Upon request any person shall be permitted to personally address the Committee regarding his/her evaluation.

In addition to the individual recommendations, the Faculty Evaluation Committee shall prepare and append a summary of those who have been recommended by the Committee for promotion, merit increase, or tenure, respectively.

Within ten (10) days of receipt of the recommendation from the Faculty Evaluation Committee, the faculty member may submit a written appeal to the Faculty Evaluation Committee regarding any aspect of the Faculty Evaluation Committee's recommendation or process. The appeal must state any matters which the Faculty Evaluation Committee is requested to consider as well as the remedial action desired. The appeal may present for consideration appropriate documentation that the faculty member omitted from his/her Individual Performance Record. Within ten (10) days of receipt of the appeal, the Faculty Evaluation Committee shall either grant or deny the requested remedial action and shall so notify the faculty member and make the decision a part of the record.

10.240 DEPARTMENT CHAIRPERSON'S RECOMMENDATION - December 15

Consistent with the approved unit standards and upon consideration of the evidence submitted by the faculty member, the Student Evaluation Committee recommendation, the Faculty Evaluation

Committee recommendation, and any additional evidence solicited or received and placed in the record, the department chairperson shall prepare and sign a written evaluation for each faculty member in the unit which, where appropriate, shall specifically address: (1) retention, (2) salary increment, (3) promotion, and (4) tenure. The chairperson may append a written statement of his/her professional opinion and recommendation regarding any matters which he/she may deem to be relevant to the performance or advancement of the individual evaluated. The faculty member shall be given the opportunity to respond in writing to this professional opinion. The chairperson shall prepare and append a summary list of those the chairperson has recommended for promotion, merit increase, or tenure, respectively. The names on each of the respective lists will ordinarily be ranked in order of priority by the chairperson unless he/she states reasons to the contrary.

The department chairperson shall make the record of each evaluation available to the respective faculty members to whom they pertain for his/her review and signature. The record shall include, if available: the individual performance record submitted by the faculty member; the Student Evaluation Committee recommendation; the Faculty Evaluation Committee recommendation; the department chairperson's recommendation, and if submitted, the professional opinion with faculty member's response, and any other exhibits or evidence relied upon or incorporated by reference except course evaluation forms. Each recommendation shall be signed by the faculty member to attest that the faculty member has read it. The chairperson shall then forward a copy of the complete record to the dean by December 15.

Within ten (10) days of receipt of the department chairperson's recommendation, the faculty member may submit a written appeal to the department chairperson regarding any aspect of the chairperson's recommendation or process. The appeal must state any matters which the chairperson is requested to consider as well as the remedial action desired. The appeal may present for consideration appropriate documentation that the faculty member omitted from his/her Individual Performance Record. Within ten (10) days from receipt of the appeal, the chairperson shall either

grant or deny the requested remedial action and shall so notify the faculty member and the Faculty Evaluation Committee and make the decision a part of the record.

10.250      STANDARDS COMMITTEE

The Faculty Senate shall appoint a Standards Committee consisting of bargaining unit members that are proportionately representative of the professional schools in the unit and the college. The chairperson of the Committee shall be elected from among the membership.

The Standards Committee shall have the responsibility of reviewing the unit standards on a five-year cycle, taking a fifth of the unit standards each year. Recommendations for change of the unit standards may be submitted to the Standards Committee by the unit faculty, the chairperson, the appropriate dean, or the Academic Vice President. Any proposed change must be approved by the unit faculty, chairperson, the Standards Committee, the appropriate dean, and Academic Vice President. In the event that an agreement cannot be reached on the recommended changes in the unit standards, a nine-person ad hoc committee shall be appointed to resolve the issue. The committee shall consist of three persons appointed by the Academic Vice President, three members of the University Standards Committee (none of whom shall be a member of the affected unit), and three members from the affected unit. All members of the ad hoc committee shall be tenured. For units with fewer than three faculty, the ad hoc committee shall consist of the entire unit faculty, an equal number of members appointed by the Academic Vice President, and an equal number of Standards Committee members. The decision of this committee, as determined by a majority vote, shall be binding on all parties. Any changes in unit standards resulting from this process shall not take effect until twelve months after the decision, unless agreed otherwise by the unit faculty, the dean and the Academic Vice President.

10.260      DEAN'S EVALUATION AND RECOMMENDATION - February 15

Based upon unit standards, the evaluation record, and any additional evidence the dean determines to be relevant and places



in the record, the dean shall prepare an individual written evaluation and recommendation for each faculty member regarding retention, salary increment, promotion, and tenure, where appropriate to the individual being considered.

Should the dean's review of the evaluation record or a communication from other sources indicate an error or omission in procedure or the application of evaluation standards in an evaluation, the dean may remand the matter for appropriate remedial action and request it to be expedited back up through the evaluation process.

The dean may elect to append a written statement of his/her professional judgment regarding any other matters which he/she may deem to be relevant to the performance or advancement of the individual evaluated. Such judgment may be based on unit standards.

The dean shall also prepare and forward a summary list of those he/she has recommended for promotion, merit, or tenure, respectively, and the names shall be listed in order of priority by the dean.

The entire evaluation record, including the dean's evidence, evaluation, recommendation, professional opinion, and priority ranking shall be forwarded to the Academic Vice President and each respective member by February 15. A copy of the dean's evaluation shall be sent to the respective department chairpersons.

10.270 APPEALS TO THE DEAN - February 25 and March 12

Within ten (10) days of receipt of the evaluation record from the dean, any faculty member may submit a written appeal to the dean regarding any aspect of the evaluation record or process including the dean's professional opinion. The appeal must state any matters which the dean is requested to consider as well as the remedial action desired.

By March 12 the dean shall either grant or deny the requested remedial action and shall so notify the faculty member, the department chairperson, and the Academic Vice President in writing.



There shall be an Appeals Committee comprised of seven (7) members of the bargaining unit. Three (3) members shall be appointed by the Faculty Senate, three (3) shall be appointed by the President of the University, and one (1) shall be appointed by the President of the UTU.

The Appeals Committee may hear only those appeals which are based on one or more of the following grounds for complaint:

1. that a prejudicial procedural error, defect, or omission has been committed or has occurred;
2. that a recommendation is not supported by factual evidence or is lacking a rational basis;
3. that a recommendation was the result of personal prejudice or bias which adversely affected the substantive academic judgment of the decision maker;
4. that a recommendation was made for reasons which are clearly impermissible.

No error or omission may be appealed unless the error or omission was brought by appellant to the attention of the person(s) responsible within ten (10) working days after appellant knew or should have known of the error or omission.

A written appeal must be served on the chairperson of the Appeals Committee within ten (10) days of receipt of the dean's evaluation or his/her decision on an appeal, whichever is later. The appeal must set forth concisely the recommendation being appealed, the reason(s) why the appellant disagrees with the recommendation and shall specifically cite any procedural errors or omissions that were alleged to have occurred in the decision making process; identify witnesses and the point to be evidenced by the testimony of each; identify and indicate the purpose for each document or other evidence to be presented; state appellant's preference for an open or closed hearing; and state the name and address of any person who will represent the appellant at the hearing and whether they appear as legal counsel. No appeal shall be reviewed unless all of the information required by this section

has been provided. If the faculty member is notified that he/she has not submitted all the information required by this section, and the faculty member has thereafter failed to submit all the information required by this section within a reasonable time, the appeal shall be considered withdrawn.

The Committee shall set a hearing within two (2) weeks of receipt of the appeal and notify the appellant and dean of the time and place and forward a copy of all materials filed by appellant to the dean. The dean and the person(s) against whom the appeal has been brought shall be entitled to be present at the hearing. The University will be represented by legal counsel only if the appellant has elected to be represented by legal counsel.

The strict rules of evidence shall not apply, and the chairperson of the Committee shall make the final decision on the admissibility or order of presentation of evidence as well as procedural matters. Either party may present evidence and examine and cross-examine witnesses. Any member of the Committee may request additional witnesses or evidence of either party.

A written statement of findings based on the evidence and recommendations for appropriate action shall be prepared and a copy forwarded by the Committee, within ten (10) working days of the hearing, to the appellant, department chairperson, dean, and the Academic Vice President. The written statement shall respond specifically to each of the alleged complaint(s) that have been raised by the appellant. The Committee's function is not to act as a substantive decision-maker regarding the academic merits of the decision appealed. The Committee therefore shall not substitute its academic judgment for that of others in the evaluation process. The following recommendations for actions may be made by the Committee:

- If the Committee finds that the appellant has not established by a preponderance of evidence the grounds for complaint, it shall recommend that the appeal be dismissed.
- If the Committee finds that appellant has established by a preponderance of evidence that a prejudicial procedural error, omission, or defect has been committed or has

occurred, it may recommend a remand in accordance with Section 10.330.

3. If the Committee finds that appellant has established by a preponderance of evidence any of the other grounds for complaint permitted by this section, it may recommend either a remand or a direct cure by the Academic Vice President in accordance with Section 10.330.

A specific direct cure may be recommended by the Committee but in no event may it recommend, as a direct cure, the granting of tenure, promotion, appointment, reappointment, or a specific salary determination. Where all levels of the process prior to the appeal are found to have been tainted by one or more of the above grounds for complaint to the prejudice of the appellant, the Committee may recommend to the Academic Vice President as a direct cure that he/she appoint an ad hoc committee to review the faculty member's performance and make a recommendation in accordance with the standards set forth in Article 10. In the event that an ad hoc committee is to be appointed, it shall be composed of faculty members in the discipline or from disciplines or programs which have a close relationship to the discipline of the appellant. The Executive Committee of the Faculty Senate shall recommend five (5) names to the Academic Vice President from which he/she shall choose three (3) to serve on the Committee. The ad hoc committee shall review the faculty member's performance and make its recommendation to the Academic Vice President within thirty (30) days from the date the Academic Vice President receives the recommendation of the Appeals Committee. The time period may be extended by mutual agreement.

Any member(s) of the Appeals Committee may forward a minority finding and recommendation. All findings and recommendations of the Appeals Committee should be forwarded by April 4.

#### 10.290 ACADEMIC VICE PRESIDENT'S RECOMMENDATION

The decision of the Academic Vice President shall be based on the total evaluation record, including findings and recommendations of the Appeals Committee, shall be consistent with



his/her overall administrative responsibilities, and shall constitute the final institutional recommendation to the Regents regarding matters of faculty retention, salary increment, promotion, and tenure. The recommendation shall be forwarded to each faculty member by April 25 provided all other recommendations have been timely forwarded and no matter is under appeal. In legislative years, the Academic Vice President's decision shall be forwarded by May 15 or thirty (30) days after ratification of the agreement, whichever is later.

#### 10.300 RESTRAINTS ON EVALUATION AND APPEAL

The evaluation of faculty members for advancement and the changes in individual terms and conditions of employment made as a result of the evaluation and recommendation process and procedure are subject to the conditions and restraints imposed by the following sections.

#### 10.310 CONFLICTS OF INTEREST

No person shall participate in his/her own evaluation; or that of any other person to whom he/she has a relationship by blood or marriage, or cohabitation, or with whom he/she is engaged in adversarial litigation. No person shall participate in the evaluation of any person with whom he/she has joined in a business relationship of nature which would reasonably be presumed to preclude objective application of professional judgment. Allegations of conflict of interest will be filed with the JTU-Administration Committee no later than September 15 of each year. That Committee will make a recommendation to the administration. The administration will determine by October 10 of each year if a conflict of interest exists. The failure to timely file an allegation of conflict of interest shall prevent the later allegation of a conflict of interest during the academic year.

#### 10.320 ABSENCE OF STUDENT PARTICIPATION

The absence of student participation shall not be regarded as a defect in the evaluation process. The sole intent of this section is to allow the evaluation process to proceed in the event



students have not exercised their role in the process within the specified deadlines.

10.330      APPROPRIATE REMEDIAL ACTION

The normal remedy for any prejudicial errors, omissions, or defects in the process of evaluation of faculty for advancement shall be to remand and properly re-do the process to cure the defect. In appropriate cases, including those involving personal prejudice or bias or where previous remand has not resolved the matter, the Appeals Committee may recommend, in accordance with Section 10.280, that the Academic Vice President cure the defect directly. In the event of such a recommendation, the Committee shall specify the reason for its decision not to recommend a remand. Any delay incident to a remand or direct cure by the Academic Vice President shall be corrected by making any change in employment terms retroactive to the date the change would have become effective if the remand or cure had not been required.

Faculty evaluations are non-grievable and non-arbitrable except in the following cases:

1. When all prior recommendations have been timely, failure of a dean or the Academic Vice President to meet the times specified for their actions shall constitute grounds for a grievance unless there are unusual circumstances justifying the delay which are made known to the faculty member. Any faculty member who prevails in a grievance for such delay shall be entitled to an award of one hundred dollars (\$100) for every five (5) working days delay endured.
2. When all prior recommendations have been in agreement, a contrary decision by the Academic Vice President may constitute grounds for a grievance where it is alleged that the contrary decision is not supported by evidence or is lacking a rational basis, is the result of personal prejudice or bias which adversely affected academic judgment, or is made for reasons which are clearly impermissible.
3. A decision of the Academic Vice President not to follow the

recommendation of the Appeals Committee or an ad hoc committee where one has been appointed may constitute grounds for a grievance where it is alleged that the Academic Vice President's decision is not supported by evidence or is lacking a rational basis, is the result of personal prejudice or bias which adversely affected judgment, or is made for reasons which are clearly impermissible.

4. When the Appeals Committee dismisses an appeal which has alleged prejudicial procedural error, the appellant may grieve the Academic Vice President's decision if an appellant believes that a prejudicial procedural error or omission occurred in the original decision making process and was of such a nature that it could have affected the academic judgment of the Academic Vice President. In the event such a grievance results in arbitration, the arbitrator will be limited to a review of the procedural requirements set forth in Article 10, whether a prejudicial error or omission occurred in the original decision making process, and whether such an error or omission was of such a nature that it could have affected the academic judgment of the Academic Vice President. The arbitrator's sole authority shall be to dismiss the grievance or to remand the matter for evaluation under Article 10 with specific findings regarding the procedural error or omission and with instructions to re-evaluate the substantive academic judgment in accordance with the contractual procedures. With the exception of a grievance based on failure of the dean or Academic Vice President to meet the time specified for action, a grievance may not be filed until the Academic Vice President has made his/her recommendation to the President.

0.340 EVALUATION SCHEDULE FOR TENURED FULL PROFESSORS

Faculty members who have achieved the rank of full professor and are tenured shall be reviewed biennially rather than annually f:

1. they are seeking a normal increase; and
2. they have not received a less than normal recommendation in the past three (3) years; and
3. the unit Faculty Evaluation Committee does not wish to initiate consideration for other than a normal recommendation.

The biennial evaluation of full professor shall be conducted in the following manner: surnames from A-L one year, M-Z the next year. Full professors on sabbatical assignment shall be exempted from evaluation if the three conditions listed above in this section are met. Those exempted from evaluation will not be evaluated until their alphabetical group is required to undergo the evaluation process.

#### 11.000

#### FACULTY DEVELOPMENT

#### 11.100

#### SABBATICAL ASSIGNMENT

Because of its duty to provide excellence in education, the Board recognizes the need for granting sabbatical assignment to faculty members for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee.

#### 11.110

#### ELIGIBILITY

Any tenured faculty member who has completed six (6) years of satisfactory service at The University of Montana prior to the year for which sabbatical assignment is requested shall be eligible to apply for such assignment. A faculty member starting a sabbatical assignment shall have completed at least twelve (12) semesters or their equivalent of full-time service at The University of Montana since a prior sabbatical assignment. The elapsed academic terms need not be consecutive, but no more than three (3) quarters or two (2) semesters shall be counted for any one (1) fiscal year. Academic terms for which other types of leave were granted shall be excluded in determining academic terms of service.



11.120      APPLICATION

For sabbatical assignment to be granted, an eligible faculty member must formally request assignment. The application for sabbatical assignment shall include:

1. a definitive detailed plan for the scholarly or professional use of the sabbatical;
2. anticipated future values of completion of the program - for the applicant, for students, for the department, and for the University;
3. a complete vita including a record of all professional activities;
4. a listing of the specific whole semester(s) or portion of fiscal year for which assignment is requested;
5. a description of any fellowship or grant or other arrangement which would aid in financing or otherwise supporting the proposed project;
6. the applicant's signed agreement to return to full-time service with the University for a period equal to the length of the sabbatical following expiration of the assignment or to refund the compensation paid him/her by the University during such assignment unless this obligation is specifically waived by the President or his/her designee.

1.130      LIMITATIONS AND CONDITIONS

The rights of a faculty member on sabbatical assignment shall not be limited in any way, and he/she shall retain all rights to promotion, salary increments, insurance, retirement, and other benefits provided in this agreement.

Formal study for an advanced degree shall not be acceptable as a sabbatical assignment project.

Sabbatical assignments are granted only for the duration of stated whole semesters or portion of fiscal year and must be taken during the period for which application was made and approved.

All sabbatical assignments shall be for a period of not less than one semester or more than an academic year for persons on academic year appointments, and not less than one-half (1/2) or



more than one (1) fiscal year for persons on fiscal year appointment; however, a person may request a shorter assignment

A sabbatical assignment may be granted for up to one-half ( $1/2$ ) of the individual's regular contract period at full salary for the period on sabbatical, or for the full contract period at three-quarters ( $3/4$ ) salary for the period on sabbatical, but the total salary paid during the sabbatical from funds budgeted for that position may not exceed three-quarters ( $3/4$ ) of the total which would have been budgeted for that position for the full contract period in the absence of a sabbatical.

Special compensation arrangements involving funds from other than institutional sources must be agreed upon and approved in keeping with the following conditions:

1. Compensation paid during a sabbatical assignment may differ from that paid for regular assignment because it may involve funding from sources other than regular University funds such as fellowships, assistantships, or other sources of limited income including funds available from grants or contracts administered by the institution.
2. Before leaving on a sabbatical assignment, the faculty member must make arrangements with the Vice President for Fiscal Affairs regarding his/her financial commitments to the Teachers' Retirement System.
3. Funds from other sources may be used to supplement institutional funds to increase the compensation up to, but not in excess of, that amount which the individual would have earned on regular assignment during the same period.
4. Compensation in excess of that which could have been earned on regular assignment may be approved only if all institutional funds have been replaced by funds from other sources.
5. Programs or projects which necessarily involve employment by an employer other than the institution may not qualify for sabbatical assignment but may be approved as leave without pay.
6. A recipient of a sabbatical assignment will be expected to

return to the University for a period equal to the length of the sabbatical assignment or to repay money received from the University while on sabbatical.

7. Persons on sabbatical assignment will continue to be eligible for employee benefits.
8. Extraordinary travel and living expenses which will be required to perform the sabbatical assignment as proposed may be approved in addition to regular compensation but must be requested, justified, and approved in advance.

#### 11.140 PROCEDURES

Applications for sabbatical assignment shall be made by members of the bargaining unit on forms available from the President's office and shall be submitted to the dean no later than October 30 of the academic year prior to the year in which sabbatical assignment is desired.

The dean shall submit all applications with his/her comments and recommendations on each to the Committee on Sabbatical Assignments no later than November 20, with a statement indicating the effects each proposed sabbatical assignment would have on the academic functions of the department, as well as financial arrangements necessary to provide for the faculty member's absence.

The Committee on Sabbatical Assignments shall be composed of four (4) faculty members, two (2) from the College of Arts and Sciences, and two (2) from the schools who have been awarded sabbatical assignments by the University in prior years. The Committee shall be appointed by the Academic Vice President from a list of twelve (12) names provided by the Faculty Senate. The Academic Vice President shall constitute the fifth (5th) member of the Committee as its chairperson.

In evaluating proposals for sabbatical assignment, the Committee on Sabbatical Assignments shall be guided by the following criteria in order of priority:

- the merit of the proposed program -- values both for the applicant and for the University;
- the applicant's teaching and research (quality and amount)

performance -- especially over the immediately preceding six (6) years or eighteen (18) quarters or twelve (12) semesters or an equivalent period of time comprised of quarters and semesters;

3. the anticipated value of completion of the proposed program to the individual, to the department, and to the University;
4. the applicant's length of service with the University (with some weight given to longer service).

The Committee on Sabbatical Assignments may require oral interviews of any number of the applicants to facilitate evaluation and ranking of the proposals. The chairperson of the Committee or his/her designee should provide an applicant with at least ten (10) calendar days notice of the time and place of the interview and shall determine the manner in which the interview is conducted. If any interviews are held, the Committee will afford all applicants the opportunity for an oral interview.

The Committee shall rank the proposals on the basis of the above criteria and make recommendations to the Academic Vice President no later than December 15. The Committee shall only consider proposed sabbatical assignments which pertain to a single fiscal year.

Following discussions with the appropriate deans, the Academic Vice President will submit recommendations based on the merit of the proposals and the availability of funds to the President. Final approval of all sabbatical assignments must be obtained from the Board of Regents.

Decisions on sabbatical assignment awards may not be grieved.

#### 11.150 FINAL REPORT

No later than the end of the first (1st) semester following the completion of a sabbatical assignment, the faculty member shall submit a report summarizing activities and results of the sabbatical assignment project to the dean, the Academic Vice President, and the Committee on Sabbatical Assignments which recommended the assignment. The faculty members shall forward



reprints of work performed on sabbatical as they become available. The Committee shall review all reports on assignments made under its tenure and submit comments on these reports to the Academic Vice President for the record of the Committee.

12.000

#### FACULTY CONTRACT OBLIGATIONS

12.100

##### ACADEMIC YEAR CONTRACT OBLIGATIONS

The obligations of the faculty members on an academic year contract shall start with the beginning day of fall orientation activities and shall extend until the completion of commencement ceremonies. It is presumed that The University of Montana has priority on the working time of a full-time faculty member. This does not imply a seven-day week commitment for a faculty member. Faculty members have an obligation to perform assigned academic duties as well as fulfill the responsibilities enumerated in Article 6.200, Academic Responsibilities.

Every day of the term of an academic or fiscal year contract is a regular day of employment except those for which there is legislative, regential, or employer authorization to be absent from University employment. (Viz: holidays, leave with or without pay, annual leave, sabbatical, sick leave, and weekends when not assigned or required for performance of the regular employment obligation.)

12.200

##### PROFESSIONAL ACTIVITIES IN ADDITION TO REGULAR UNIVERSITY RESPONSIBILITIES

12.210

##### UNIVERSITY SPONSORED PROFESSIONAL SERVICES

Before consideration is given to extra compensation for individual faculty members for University sponsored services, department chairpersons and deans are urged to provide released time for the performance of these services. When this is not possible, it may be necessary to permit extra compensation.

There are cases for which no extra compensation will be allowed. No employee of The University of Montana may accept additional compensation for providing to the same clientele the same services which are part of his/her assigned University duties.



In particular, no faculty member may receive compensation for tutoring students of this University. Also, consultation with other faculty members is considered part of the normal activity of the faculty and should be done without extra compensation.

Except for continuing education credit courses to a maximum of the equivalent of four (4) credits per semester, no person on an academic or fiscal year contract may earn compensation from the University for service in addition to regular salary during any day of regular employment during the term of the contract unless there has been prior written approval by the Associate Vice President for Research. The Associate Vice President for Research may not approve compensation which is to be paid through the University in addition to regular salary for more than one (1) day or equivalent of employment in any week.

Prior to performance of any services for extra compensation to be paid by or through the University, both the rate and the aggregate amount thereof must be approved in writing by the Associate Vice President for Research. No compensation for services in addition to regular salary may be approved except on the recommendation of the department chairperson and dean. A project director or principal investigator has the responsibility to perform the requirements and to remain within the approved budget for any sponsored program. If a project director or principal investigator fails to perform the requirements of a sponsored program or exceeds the approved budget, the matter shall be reviewed by the administration. If the administration determines that the failure resulted from the principal investigator's poor management or professional practices or his/her failure to adhere to University policies, the administration may remove an individual as an authorized project director or principal investigator on any sponsored program and may refuse to permit any individual from serving in such a capacity on proposed sponsored programs.

#### 12.220 NON-UNIVERSITY SPONSORED PROFESSIONAL SERVICES

The University and the faculty recognize the potential value of making available to the community the professional competence

and technical knowledge of University faculty members through outside employment.

Full-time employment by the University shall be considered the primary employment of the individual, and he/she shall limit other compensated professional activity so as not to impair his/her educational effectiveness or otherwise interfere with his/her professional responsibilities to the University. Outside activities shall not involve a conflict of interest or possible interference with objectivity in teaching or research. If the dean feels that such outside activities may be interfering with the scope or quality of the faculty member's performance or may constitute a conflict of interest, the dean shall consult with the faculty member to try to resolve the problem. Should the dean still believe the problem is unresolved he may, with the concurrence of the UTU- Administration Committee, require submission by the faculty member of a report on outside compensated professional activities during the previous year. Submission of the report shall be considered the responsibility of a faculty member under Article 6.200.

In all private consulting engagements the client must be informed that the faculty member is acting as a private consultant; that The University of Montana is in no way a party to the contract or liable or responsible for the performance thereof; and that The University of Montana is not liable in any way for property of the client utilized for tests, observations, or otherwise in connection with the consulting engagement, nor for consequent damages. The name of the University shall not be used in advertising or in any other way without the express consent of the appropriate dean.

No employee may use University supplies, facilities, personnel, or services to earn extra compensation from non-University sources without prior determination of appropriate reimbursement and written approval by the Vice President for Fiscal Affairs.

No member of the bargaining unit may offer or provide services in competition with the University, or if full-time, teach courses offered by other institutions during the individual's contract period without written consent of the dean.

CONFLICT OF INTEREST

A conflict of interest is a conflict between public duty and private interest. For the purpose of this article, conflict of interest is defined by the Montana Legislature in Title 2, Chapter 2, Parts 1 and 2, MCA. This statute recognizes that there are certain actions which are conflicts per se and, as such, are prohibited. Other actions which may give the appearance of conflict or may raise legitimate questions concerning the possibility of a conflict, should be brought to the attention of the appropriate University official by the faculty member.

A faculty member creates a potential conflict of interest when he or she profits financially from a course requirement that students buy either materials or a book that he or she has written, assembled, or edited. Because faculty members have the responsibility to uphold the highest standards of professional integrity, each faculty member must avoid conflicts of interest. To this end, each faculty member shall avoid even the appearance of conflicts of interest by either (1) donating all financial gain to some charitable entity, or (2) obtaining approval of the majority of the faculty in his or her academic unit for the adoption of the materials or book as a course requirement.

PROHIBITED ACTIVITIES

No employee may undertake consulting or professional practice assignments which would result in a conflict of interest with his/her assigned University duties.

An employee may not assist any person for a fee or other compensation in obtaining a contract, claim, license, or other economic benefit from the Montana University System.

An employee may not perform an official act which directly and substantially benefits a business or other undertaking in which he/she either has a substantial financial interest or is engaged as counsel, consultant, representative, agent, director, or officer.

Nothing in this section shall be deemed to forbid an employee from proposing or participating in research programs appropriate to his/her employment which may involve cooperation with other persons or agencies and which may require the employer



to seek and receive private or governmental grants for the furtherance of such programs provided the relationship of the employee to the University and to other agencies and persons involved is fully disclosed to both the employer and the granting agency.

12.320      ACTIVITIES REQUIRING DISCLOSURE

Any employee who recommends or approves a purchase and who has any substantial financial interest in the firm involved in the purchase shall make this fact known at the time. Any employee who recommends or approves a personnel action and who has any financial interest or business association with the person who is the object of the action shall make this fact known at the time. This requirement does not include text book adoption where the employee is clearly identified as the author or editor of the book in question.

12.330      RESEARCH CONCLUSIONS

Research, if sponsored by agencies of federal, state, or local government, or if unsponsored but supported by University funds for released time, supplies, or service, is in fact supported by taxpayers. The researcher must ensure that the findings from the University or government sponsored research are made public before utilizing such findings for personal gain on behalf of a private client as part of a consulting engagement or otherwise giving advantage to a particular party or firm. However, the above statement is not to be interpreted to mean that the public has a right to the field notes, raw data, research notebooks, or working papers of a researcher. Neither is the above statement to be interpreted as a waiver or denial of existing regulations on the use and distribution of data, the premature release of which would jeopardize the public interest.



COMPENSATION

The following contract provision on compensation is entered into between the Board of Regents and The University of Montana Teachers Union (UTU) and sets forth the understandings of the parties in reference to the issue of compensation, the provision of which is contingent upon the fulfillment of the action and accountability requirements specified and agreed upon in the contract documents, including the Statement of Intent and the Four-Plus-Two-Year Plan.

## 13.100

INDIVIDUAL SALARY BASE

The salary base for determining the salary increase for faculty members currently employed shall be the faculty member's preceding contract amount excluding any extra compensation increments. Upon initial hiring, the salary for the first contract period shall be the salary specified in the initial employment contract. For University employees not currently members of the bargaining unit who subsequently become members, the initial base salary shall be determined according to the contract conversion Section 13.410 of this agreement.

## 13.210

LESS-THAN-NORMAL INCREASE

The dean may recommend that faculty members receiving less than satisfactory evaluations from the Faculty Evaluation Committee or the Student Committee for Faculty Evaluations be provided a less-than-normal salary increase. The dean shall submit his/her written recommendations to the Academic Vice President and state the reasons for the less-than-normal adjustment. The faculty member affected shall be provided a copy of the dean's recommendation to the Academic Vice President. The Academic Vice President's decision is final.

## 13.220

NORMAL INCREASE

1. 1993-94 - The normal increase in salaries of all full-time equivalent faculty members for the 1993-94 academic year shall be 0 percent.

2. 1994-95 - The normal increase in salaries of all full-time equivalent faculty members for the 1994-95 academic year shall be 1.5 percent.
3. 1995-96 - The normal increase in salaries of all full-time equivalent faculty members for the 1995-96 academic year shall be 2.5 percent. The implementation date for this increase may be delayed and will depend on the funds made available through the state pay plan.
4. 1996-97 - The normal increase in salaries of all full-time equivalent faculty members for the 1996-97 academic year shall be 2.5 percent. The implementation date for this increase may be delayed and will depend on the funds made available through the state pay plan.

New hires will not be eligible for the normal increase in the year their employment becomes effective.

### 3.230 PROMOTION

1993-94 - Faculty members promoted during the 1993-94 academic year to the ranks of assistant professor, associate professor, or professor, consistent with the promotion procedures in this contract, shall have an amount equal to \$1875 added to their base salary.

1994-95 - Faculty members promoted during the 1994-95 academic year to the ranks of assistant professor, associate professor, or professor, consistent with the promotion procedures in this contract, shall have an amount equal to \$1875 added to their base salary. The promotion increment shall be in addition to the normal salary adjustment and any market adjustment received under the terms of this agreement.

1995-96 - Faculty members promoted during the 1995-96 academic year to the ranks of assistant professor, associate professor, or professor, consistent with the promotion procedures in this contract, shall have an amount equal to \$1980 added to their base salary. The promotion increment shall be in addition to the normal salary adjustment

compensation and any market adjustment received under the terms of this agreement.

4. 1996-97 - Faculty members promoted during the 1996-97 academic year to the ranks of assistant professor, associate professor, or professor, consistent with the promotion procedures in this contract, shall have an amount equal to \$2100 added to their base salary. The promotion increment shall be in addition to the normal salary adjustment and any market adjustment compensation received under the terms of this agreement.

13.240 MERIT

The following merit awards pool shall be allocated to compensate outstanding faculty performance. Merit pay shall be in addition to other salary increments provided in this contract. No faculty member may earn a merit in the same year that a promotion is granted. The awarding of merit pay shall be consistent with the unit standards of the faculty evaluation procedures in this contract.

<u>NUMBER OF MERITS</u>	<u>INDIVIDUAL MERIT AWARDS</u>
1993-94 - 60	\$1580
1994-95 - 60	\$1580
1995-96 - 68	\$1670
1996-97 - 76	\$1770

13.250 MARKET ADJUSTMENTS

For purposes of retention, market adjustments from a pool of \$25,000 in 1994-95 are authorized and may be expended at the discretion of the administration in order to offer additional compensation to tenured and tenure-track faculty who receive offers of employment from other institutions or present compelling evidence of their marketability. Before presenting a case for an adjustment, the chair will seek the endorsement of a majority of the tenured and tenure-track faculty of the petitioners' academic unit.



13.260      PERMANENT MARKET ADJUSTMENT

The intent of this section is to reduce the disparity in salaries between The University of Montana faculty and the salaries by rank of comparable universities. It is recognized explicitly that this contract will not completely reduce that disparity.

1.      1995-96 - Each full-time faculty member shall receive the following market adjustment to their 1995-96 salary base.

Professor	3.60%
Associate Professor	2.28%
Assistant Professor	.63%
Instructor	.63%

2.      1996-97 - Each full-time faculty member shall receive the following market adjustment to their 1996-97 salary base.

Professor	3.60%
Associate Professor	2.28%
Assistant Professor	.63%
Instructor	.63%

New hires will not be eligible for the market adjustment in the year their employment becomes effective. The peer market adjustment shall be prorated for appointments of .50 FTE and above.

13.270      INVERSION ADJUSTMENTS

For the purpose of reducing salary inversion, defined as earning a salary lower than a salary received by a faculty member in the same academic unit with fewer years of service at The University of Montana and a smaller or equal number of merit awards and promotions, inversion adjustments totaling \$135,000 in 1995-96 and \$144,000 in 1996-97 are authorized and may be awarded by the Administration pursuant to the criteria and procedures detailed below. For the purpose of this definition, faculty members at the rank of instructor, assistant professor, associate professor and full professor shall be deemed to have received zero, one, two and three promotions respectively, regardless of their rank at the time of initial appointment.

The procedure for making application for an inversion



adjustment is the procedure for faculty evaluation, 10.200 Faculty may make application for 1995-96 inversion adjustments in the fall of 1994 and application for 1996-97 inversion adjustment in the fall of 1995.

The criteria for inversion adjustments, that the faculty member making application must address in a document separate from the individual performance record, are:

1. The exact amount of the inversion and the duration of the inversion, with reference to the salaries of other appropriate faculty members in the same academic unit.
2. Evidence that the faculty member making application has met or exceeded the pertinent unit standards with respect to normal performance during the period of the salary inversion.
3. Evidence that the salary inversion was not created by the referenced faculty member's receipt of merit, market, and/or promotion awards.

The recommendations of the appropriate faculty evaluation committee, chairperson, and dean shall be provided in a separate statement on the ordinary faculty evaluation forms. When all prior recommendations have been in agreement, a contrary decision by the Academic Vice President may constitute grounds for a grievance where it is alleged that the Academic Vice President's contrary decision is lacking a rational basis, is the result of personal prejudice, or is made for reasons which are clearly illegal.

No faculty member may receive an inversion adjustment greater than \$3,000 in any year, but a faculty member may apply for a separate inversion adjustment for 1995-96 and for 1996-97. Applications for inversion adjustments are completely independent of applications for promotions and merit awards. Therefore, a faculty member may make concurrent application for an inversion adjustment for promotion or a merit award. The administration retains the discretion to expend any residual money in each year's inversion adjustment pool for market adjustments pursuant to 13.250

after all qualified applications for inversion adjustments have been addressed.

### 3.300 SALARY FLOORS

The minimum salary for instructors, assistant professors, associate professors, and professors on academic and fiscal year contracts shall be determined using the schedule of floors included in this section. The schedule of salary floors applies to full-time academic year faculty. Fiscal year faculty floors shall be 1.22 times the academic year salary floor. Salary floors shall be prorated for appointments of .50 FTE and above.

	<u>1993-94</u>	<u>1994-95</u>
	<u>Academic Year</u>	<u>Academic Year</u>
	<u>Salary Floors</u>	<u>Salary Floors</u>
Professor	\$36,145	\$36,145
Associate Professor	\$30,061	\$30,061
Assistant Professor	\$25,264	\$25,264
Instructor	\$22,015	\$22,015

	<u>1995-96</u>	<u>1996-97</u>
	<u>Academic Year</u>	<u>Academic Year</u>
	<u>Salary Floors</u>	<u>Salary Floors</u>
Professor	\$38,383	\$40,760
Associate Professor	\$31,515	\$33,038
Assistant Professor	\$26,057	\$26,875
Instructor	\$22,706	\$23,419

### 3.410 CONTRACT CONVERSION

Any employee with the bargaining unit who is changed from an academic year appointment to a fiscal year appointment within or outside the bargaining unit shall thereafter receive at least 1.22 times the academic year salary received at the time of the change and shall be entitled to accrue vacation leave as provided by Regents' policy. Any employee within the bargaining unit who is changed from a fiscal year to an academic year appointment and any

employee who changes from a fiscal year appointment outside the unit to an academic year appointment within the unit shall be compensated at a salary determined by dividing the fiscal year salary, less any stipend for administrator or other special duties by 1.22 and shall cease to be entitled to take or accrue annual leave, but shall be entitled to payment for any amount of annual leave previously accrued which is not in excess of twice the amount annually accruable.

13.420      SALARY PRORATION

Compensation for regular academic or fiscal year contract services for part of a contract or pay period, and any compensation for services other than those incident to regular academic or fiscal year service shall be made on the basis of a daily rate determined by dividing the academic year salary by 190 or the fiscal year salary by 260. Any reduction from regular salary shall be at the daily rate, except that a faculty member working for one semester shall receive one half (1/2) of his/her annual salary.

13.500      COMPENSATION OF DEPARTMENT CHAIRPERSONS

Contingent upon the performance of duties described in Section 16.220, extra compensation for department chairpersons shall be provided according to the following general guidelines.

13.510      DEPARTMENTS OF LESS THAN NINE MEMBERS

For departments having less than nine (9) faculty members, including the chairperson: one-fifth (1/5) release time and an academic year stipend of \$2030 for 1993-94 and 1994-95; \$2142 for 1995-96; and \$2259 for 1996-97.

13.520      DEPARTMENTS FROM NINE TO SEVENTEEN MEMBERS

For departments having nine (9) to seventeen (17) faculty members, including the chairperson: one-fourth (1/4) release time and an academic year stipend of \$2365 for 1993-94 and 1994-95; \$2495 for 1995-96; and \$2632 for 1996-97.



13.530      DEPARTMENTS HAVING MORE THAN SEVENTEEN MEMBERS

For departments having more than seventeen (17) faculty members, including the chairperson: one-fourth (1/4) release time and an academic year stipend of \$2690 for 1993-94 and 1994-95; \$2838 for 1995-96; and \$2944 for 1996-97.

13.540      ADDITIONAL COMPENSATION FOR CHAIRPERSONS

The appropriate dean may review the performance and duties assigned to the department chairperson and recommend additions to the general compensation guidelines. All additions are subject to the Academic Vice President's approval.

13.600      SUMMER SESSION

The rate of pay for summer session shall be at the rate of two-ninths (2/9) of the prior academic year salary. The rate of pay shall be varied proportionately for less than full-time teaching.

13.710      GROUP INSURANCE

Employer contributions for eligible employees of the Montana University System group insurance plan shall be equivalent to the amount provided by state statutes for the years of this agreement. The President shall appoint a voting member to the University System Benefits Committee from the UTU.

13.720      UNEMPLOYMENT INSURANCE

The employer agrees that all employees covered under this agreement shall be covered by unemployment insurance as provided by the Employment Security Division of Montana, Sections 39-51-101, et seq., MCA.

13.730      WORKERS' COMPENSATION

Workers' Compensation payments are for the purpose of offsetting the loss of income suffered by a faculty member. An employee's pay continues while on sick leave, and he/she is not entitled to both paid sick leave and Workers' Compensation payments. An employee who is injured on the job has the option of



taking either sick leave or Workers' Compensation payments, and if sick leave runs out, may receive Workers' compensation payments.

13.740      RETIREMENT SYSTEMS

Faculty are required to participate in the Teachers' Retirement System as outlined in Section 19-4-101, et seq., MCA. Faculty may elect an optional retirement plan provided by Section 19-4-101, et seq., MCA.

As provided by state law, any bargaining unit member who has at least five (5) full years of creditable service in the Teachers' Retirement System, whose last five (5) years of creditable service were in Montana, and has attained the age of 60 or has been credited with full-time or part-time service of 25 or more years may retire with full retirement benefits.

In accordance with state law, a bargaining unit member may elect early retirement (at reduced benefits) when the member has five (5) years of creditable service, the last five (5) years of creditable service in Montana, and has attained the age of 50.

Retiring faculty members may be offered post-retirement employment up to one-third (1/3) full-time employment with the University. The terms of any post-retirement employment guarantees shall be made in writing and signed by the President or his designee, dean, the academic chairperson, and the President of the University Teachers' Union, and the individual faculty member.

The terms of such agreements shall be governed by state statutes and be consistent with Board of Regents policies covering post-retirement employment.

13.750      EMPLOYMENT INDEMNITY

Employees covered by this agreement are entitled to indemnification in accordance with the provisions of Section 2-9-305, MCA, for their actions taken within the course and scope of their employment.

13.800      BUDGET RECISIONS

In the event The University of Montana has its appropriation reduced by the legislature or the Governor during the term of this agreement, those portions of this agreement which are contingent upon the availability of resources may be opened for renegotiations by mutual agreement of the parties.

13.900      CONTINGENCY PROVISIONS

In the event that general fund and student incidental fee revenue is insufficient, in the judgment of the administration, to fund the compensation provisions of this contract, the administration retains full discretion to respond to the revenue shortfall by terminating the employment of faculty pursuant to the terms of this contract.

14.000      COPYRIGHT AND PATENT POLICIES

14.100      COPYRIGHT POLICY

Works which are produced by a faculty member in connection with an approved and sponsored research project are treated in accordance with the agreement negotiated with the sponsor. In the absence of such agreement or to the extent such agreements do not fully address ownership of works produced, such works shall be treated in accordance with sections 2 and 3 of this article.

When a faculty member is assigned work or responsibilities for the specific purpose of developing computer programs, visual aids, manuals, public relations material, or other copyrightable works, the works produced pursuant thereto and all royalties therefrom shall be the property of the University. Such assignment shall be indicated either on the individual employment contract or in a separate document countersigned by the employee. Should the University and the employee agree to a division of royalties such division must be included in the contract or in a separate document countersigned by the employee. If the University does not wish to copyright the work, the faculty member may obtain a

written release from the President and may then copyright the work in his/her own name. Upon written request for release by the author the University will respond within thirty (30) days.

3. When a faculty member develops copyrightable works other than those defined in paragraphs 1 or 2 above, he/she shall have sole right or ownership and disposition of such works. When such works are produced, developed, or authored through the use or with the aid of University facilities, personnel or other resources, the University must be reimbursed for the fair market value of the use of any such facilities, personnel, or resources, except those considered part of the normal academic environment including library facilities. Manuscripts or works of art designed for publication in media where no remuneration is given the author(s) are exempt from this reimbursement requirement.

#### 14.200 PATENT POLICY

All employees in the bargaining unit shall adhere to the following procedures with respect to patentable inventions or discoveries. The purpose of these procedures is to define the relationships among the inventor, the University, and outside sponsors of research.

#### 14.210 OWNERSHIP OF INVENTIONS OR DISCOVERIES

All patentable inventions made by employees in the bargaining unit in connection with their assigned duties and/or by the use of the University's facilities, shall be considered the property of the University under the following circumstances:

1. Wholly the property of the University if the person or persons responsible for the invention was employed by the University specifically for that purpose. His/her contract of employment should so indicate.
2. To the extent specified in the contract of employment or a separate agreement between the University and employee relating to a specific work assignment.



3. To the extent recommended by the University Patent Officer and approved by the President if research or endeavors directly resulting in the discovery or development of the invention or marketable product involved use of University time, materials, property, or facilities. For the purposes of this paragraph, University time, materials, property, or facilities includes time, material, property, or facilities paid for from funds administered by the University.
4. Under all other circumstances individual employees are free to secure, under the patent laws of the United States, the exclusive right to their inventions.

#### 14.220 LIMITATIONS

1. This policy shall not include copyrights.
2. Provision of normal academic environment, including library facilities, does not constitute grounds for equity by the University in a discovery or invention.

#### 14.230 INVENTORS' RIGHTS AND DUTIES

Employees in the bargaining unit retain the right and responsibility for recognizing in their work inventions that may reasonably be marketable; and in every case, complete freedom of publication in both time and scope shall be maintained, unless agreements with outside sponsors provide otherwise as indicated below. Investigators will participate in work under such outside agreements only after they have informed themselves of such provisions and have accepted these provisions. Any employee to whom the conditions are set forth in Section 14.210, 1, 2, and 3 above applies, who either alone or in association with others, makes an invention shall promptly disclose in writing to the University Patent Officer in a format acceptable to the University such invention, and as to any such invention shall, upon request, promptly execute all contracts, agreements, waivers, or other legal documents necessary to invest the University or, if applicable, the federal government, other outside sponsors, or the University's assignees and any and all rights to the invention, including complete assignment or any patent applications for the invention.



With the exception of those inventions developed under agreements with outside sponsors, the Patent Officer shall inform the inventor(s) in writing whether the University plans to secure the patent or release the discovery to the inventor(s). In the case of the release of the discovery, or in the case of failure by the Patent Officer to communicate in writing within sixty (60) days, the inventor(s) is free to secure the patent, pay all fees, and receive all benefits therefrom. If a dispute arises concerning the origin of an invention or patentable discovery or any aspect of patent policy, the dispute shall be presented to the System Invention Committee for final disposition.

14.240      SUBMISSION OF PATENTABLE INVENTIONS OR DISCOVERIES TO  
PATENT OFFICERS

1.      Invention Outside the University: If an invention is made and/or developed without University support of a significant degree, all rights remain with the inventor. Such inventions may be voluntarily submitted for consideration by the University, but the inventor is under no obligation to do so. Provision of a salary or desk to an inventor by the University does not, in itself, constitute significant support. However, any invention by an employee related to an area in which he/she participates in research under University auspices must be reported to the University so that the question of whether the University has provided significant support can be decided by the University Patent Officer. This decision may be appealed to the System Invention Committee.
2.      Invention With University Support: If an invention is made and/or developed with University support of a significant degree in the time, money, materials, or facilities, the inventor must submit a full disclosure of the invention to the University Patent Officer. Additionally, a copy of any manuscript submitted for publication shall simultaneously be submitted to the University Patent Officer if the author considers that it may contain marketable inventions. The University Patent Officer may advise, but not require,

deferral of publication in order to protect the patent rights of the University and the inventor.

4.250      PROSECUTION OF PATENTS

Time Limits: In the event that the University deems that a patent should be prosecuted, the prosecution shall be carried out diligently and without expense of any kind to the inventor. The parties to this agreement recognize the need to file the patent application and develop the patent as fast as possible. The time limits expressed herein represent the maximum time allowed, but every effort should be made to complete the process faster than the time limits specified. The inventor must assign to the University any interest in the patent equivalent to the property interest which the Patent Officer determines to belong to the University or which is required by Section 14.210, 1 and 2. The preliminary patent search must be started within sixty (60) days from the date the matter is presented to the University or the University forfeits all rights to the invention. If no patent application is filed within a total elapsed time of eight (8) months following disclosure, all patent rights revert to the inventor(s).

Options Available to the University: The inventor has an obligation to offer the University the opportunity to develop the invention for commercial use if the invention was made with University support as defined in Section 14.210, 1, 2, or 3. The President, following recommendation by the University Patent Officer may:

- (a) Elect to acquire title to the invention by assignment and in this case will undertake (unless inappropriate) the timely filing of patent application, patent prosecution, development, and marketing of the invention and shall bear all related costs. If the University desires to accept such an assignment the inventor shall be obligated to make such an assignment. The inventor shall, in this instance, receive on an

annual basis fifty percent (50%) of all net income, defined as gross royalties or other payments, including any recovery of damages obtained by the University, but less external costs incurred by the University in obtaining and protecting the patent rights and less any direct costs of development; or

- (b) Cause the invention to be assigned to some patent management organization, such as Research Corporation or the University's Foundation. The domestic patent rights, foreign patent rights, or both, may be assigned to a patent management organization. The inventor shall receive on an annual basis fifty percent (50%) of all net royalties and other income received by the University from said patent management organization; or
- (c) Decline to accept any rights to the invention by assignment or otherwise, in which case all rights revert to the inventor.

3. Invention Developed Under Agreement With Outside Sponsor:

If the invention was made or developed under an agreement with an outside sponsor, the rights with respect to the invention shall be governed by provisions of that agreement. If not provided otherwise by the sponsoring agreement, the inventor's share of royalty or other income received from an outside sponsor shall be limited to the share he/she would have received had the University supported the research entirely. If the sponsor determines that invention rights are left with the University, the University may elect to pursue one (1) of the three (3) options listed in Section 14.250 (2).

14.260 DISTRIBUTION OF UNIVERSITY-RETAINED INVENTION-RELATED INCOME

In order to provide invention incentive and capability to University personnel, the University's share of invention income will be distributed as follows. Of the University's retained share of net royalty or other income for any given invention, defined as gross receipts, less external expenditures for that invention and



less the inventor's personal share, two-thirds (2/3) for the first \$30,000 per year, one-half (1/2) of the next \$30,000 per year, and one-third (1/3) of the remainder will be designated through the University's budget or financial office to support the work of the inventor while employed by the University and/or to promote discoveries at the University. The rest will be distributed to a designated fund and will be used to support patent development and expand research at the University. Such distribution to support the inventor's work, derived from any given invention, will terminate after eight (8) years from the first sale of products embodying that invention, and any earned monies after this date will go to a designated fund.

14.270      DEVELOPMENT OF INVENTIONS

If the inventor becomes dissatisfied with the development of the invention as carried out by the University, or with the University's delay in reaching a decision, an appeal may be made to the System Invention Committee, in which the inventor may urge that specific changes in the proposed course of action be undertaken by the University or if the unit has been assigned rights to the invention, may ask that the invention rights be reassigned to a patent management organization such as Research Corporation or all rights be reserved to the inventor.

If after a period of three (3) years from the acquisition of the issued patent by the University the invention has not been marketed, all rights revert to the inventor, unless an agreement with any outside sponsor precludes such reversion.

14.280      DEFINITIONS

1.    University Patent Officer: The University Patent Officer shall be the person designated by the President to serve in that capacity.
2.    System Invention Committee: The System Invention Committee will be selected by the Commissioner of Higher Education in accordance with procedures for appointments of inter-unit committees.

## 15.000

LEAVE OF ABSENCE AND FACULTY EXCHANGE15.100 COMPENSATED LEAVES15.110 MAINTENANCE OF RIGHTS

A faculty member returning from compensated leave shall return to the same position, and compensated leave time shall be regarded as regular employment time.

15.120 PROFESSIONAL LEAVE AND TRAVEL

Faculty members may be permitted sufficient time away from their regular assignments to attend scheduled professional meetings or conferences or otherwise to further their research or professional interests through a short term period of travel upon recommendation by the unit chairperson and approval by the dean. Subject to the availability of funds for travel in the unit, college or school such faculty member shall be entitled to apply in advance for reimbursement for travel and other authorized expenses incurred in attendance of such meeting or trips for other professional purposes.

Travel funds may be granted for the following appropriate purposes:

1. delivery of a research paper at a national or regional meeting;
2. a brief research trip to collect data, test proposals, confer with experts in the field, etc.;
3. serving as a program chairperson at a national or regional meeting;
4. serving as a critic on a scholarly paper at a national or regional meeting or serving as a panel discussant at such meeting;
5. participation in state meetings of University System committees, research organizations, Commissioner's Office business, etc.;
6. other similar interests determined by the dean to be appropriate.

SICK LEAVE - DEFINITIONS AND REGULATIONS

1. Sick leave is the necessary absence from duty caused when a faculty member or a member of his/her immediate family has suffered illness, injury, pregnancy, or pregnancy-related illness, exposure to contagious disease which requires quarantine or the necessary absence from duty to receive medical or dental examination or treatment.
2. Sick leave credits shall be earned at the rate of one working day for each month of service. Prorated leave benefits will be granted those employees .50 FTE or more. The contract year for the teaching faculty at The University of Montana shall be a period of nine (9) months; four (4) hours credit for August, eight (8) hours credit for September through April, and four (4) hours in May.

Faculty are entitled to take sick leave after they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to total sick leave credits earned.

Sick leave credits may not be accrued during a continuous leave of absence without pay which exceeds fifteen (15) calendar days, except while serving on jury duty.

Sick leave credits earned at the University shall remain credited to the faculty member's sick leave account. Sick leave charges in excess of earned sick leave credits may be charged to leave without pay. Sick leave charges and credits shall be charged to the nearest full hour.

It is the responsibility of the faculty member to assure proper reporting of the use of sick leave for record keeping purposes. Any illness, medical appointment, or emergency which necessitates use of sick leave shall be reported by the faculty member to the dean as soon as possible. The dean reports the



- sick leave to the Personnel Office each month.
7. A physician's certificate or other evidence to substantiate a sick leave charge may be required by the dean in case of a lengthy absence or if a question of abuse exists.
  8. Disabilities caused by or attributed to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, for all job-related purposes, are temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.
  9. Abuse of sick leave is cause for dismissal. Abuse occurs when there is misrepresentation of the actual reason for charging an absence to sick leave, when an employee uses sick leave for unauthorized purposes or when an employee neglects to report sick leave.
  10. Any statutory holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.
  11. Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.
  12. A faculty member who terminates employment with the University is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the faculty member's salary at the time he/she terminates employment with the University. Accrual of sick leave credits for calculating the lump sum payment begins July 1, 1971. However, no faculty member forfeits any sick leave rights accrued prior to July 1, 1971.
  13. A faculty member who is selected for employment by another institution of the Montana University System and who accepts such employment without a break in

service will be credited by the hiring institution with that amount of accumulated sick leave which he/she had to his/her credit on his/her last day of service with the University System.

15.140      EMERGENCY LEAVE

A faculty member shall be given leave with pay for (a) the death of a member of the immediate family of the faculty member and attendance at the funeral, and (b) necessary presence at home due to illness, pregnancy or childbirth of a member of the immediate family of the faculty member.

The faculty member's immediate family shall consist of spouse, children, parents, brothers, sisters, relatives of the faculty member's spouse in like degree and household dependents.

Emergency leave shall be charged against a faculty member's sick leave credits and shall not exceed a total of five (5) working days per year for illness in the immediate family and a total of (5) working days per year for each death in the family.

15.150      PERSONAL LEAVE

Compensated personal leave up to five (5) working days per contract year may be granted to members of the bargaining unit by the dean or chairperson upon written request of the faculty member. Personal leave is not chargeable against any other leave credits, is not cumulative or compensable, and may not be approved for vacation, recreation purposes or boycott activity or absences from work in sympathy for concerted activity.

15.160      MILITARY LEAVE

Any faculty member who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or the military forces of the United States and who has been a faculty member of The University of Montana for a period of at least six (6) months shall be given a leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for attending regular encampments, training cruises and similar training programs under

official military orders. Such absence shall not be charged against any other leave credit earned by the employee.

15.170 VACATION TIME

Full-time faculty members on fiscal year twelve (12) month contracts shall earn annual vacation leave from the first month of employment at the rate of 1.75 days per month (21 days per year), but are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Permanent part-time (less than 1.0 FTE) faculty members are entitled to prorated vacation leave if appointed for .50 FTE or more and they have worked the qualifying period. A faculty member who has worked the qualifying period for use of annual vacation leave does not have to repeat that period upon return to work from an approved leave of absence.

Vacation leave shall not accrue during a leave of absence without pay the duration of which exceeds fifteen (15) days. Absence by reason of legal holidays may not be charged against annual vacation leave and absence by reason of illness or pregnancy or childbirth may not be charged against vacation leave unless approved by the employee.

The dates vacation leave shall be granted shall be determined by agreement between the faculty member and the supervisor with regard to the best interest of the state as well as the faculty member.

Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of the calendar year. Excess vacation time is not forfeited if taken within ninety days from the last day of the calendar year in which the excess was accrued.

Upon termination not reflecting discredit on the faculty member he/she shall be entitled to cash compensation for unused vacation leave unless transferring to other employment by the State of Montana.

15.180 FACULTY EXCHANGE

Faculty members participating in a Faculty Exchange program



shall continue to be considered faculty of the University of Montana, and shall continue to receive and accrue all rights and benefits.

15.190 FAMILY LEAVE

Faculty members may use accumulated sick, personal, and annual leave for the care of newly born or adopted children or for the care of members of the employee's immediate family with serious health conditions, consistent with sections 15.130, 15.150, and 15.170. In addition, faculty members may request and shall be granted extraordinary uncompensated leave to care for members of the employee's immediate family with serious health conditions, consistent with Sections 15.210 and 15.220 (2). Immediate family is defined in Section 15.140.

15.200 UNCOMPENSATED LEAVES

15.210 APPLICATION FOR LEAVE AND APPROVAL

The faculty member shall submit the request for leave to the department chairperson, where available, and the dean in writing, stating the reasons for the leave, the proposed period of absence and the date of return. The department chairperson, dean, and the Academic Vice President must approve the leave before it will be granted and forwarded to the Board.

15.220 REASONS FOR UNCOMPENSATED LEAVES

1. Professional Uncompensated Leave: Leaves of absence without pay may be granted for a period normally not to exceed one academic year. However, faculty members with the approval of the chairperson, dean and Academic Vice President may take uncompensated professional leave for a period of up to two (2) academic years. While on leave, the faculty member shall be subject to the provisions of the regular faculty evaluation procedures (in Article 10.000 of this contract) for purposes of salary and promotion. Upon return, the faculty member shall assume the rank and salary as determined by the regular evaluation procedure. A faculty member cannot be evaluated for tenure while on leave. A

faculty member shall provide the chairperson of the department or dean of the unit with two (2) months' notice of his/her intent to take such leave. Subject to availability of funds and institutional priorities, the administration shall, for the duration of the leave, replace the services of the faculty member on leave.

Every faculty member on professional uncompensated leave must inform the dean in writing at least three (3) months in advance of the termination of the leave of the faculty member's intention to return from leave, or request an extension of the leave. If the extension of leave is refused, the letter of refusal must inform the faculty member that he/she has thirty (30) days from the receipt of the notice to respond stating his/her intention to return at the end of the approved leave or to resign. Except under extenuating circumstances, failure to respond will constitute a resignation.

If a faculty member on leave does not inform the dean of his/her intention in writing at least three (3) months in advance of leave expiration, unless there are unusual circumstances justifying a delay, he/she shall be considered to have voluntarily resigned from the University.

2. Extraordinary Uncompensated Leaves: Leaves may be granted for such reasons as continuing poor health or disability, maternity and child care, accepting public office for limited time, or other personal reasons. Extraordinary leaves shall not be counted toward the years of service (probationary or tenured) of the faculty member or for purposes of salary or promotion. No extraordinary uncompensated leave may exceed one (1) calendar year.
3. Public Service Leave: Faculty members elected or appointed to public office may request and the University shall provide uncompensated leaves for periods of one semester per

year.

Leave for Jury Duty and Subpoena: Any faculty member summoned as a juror or subpoenaed as a witness may elect to take uncompensated leave and retain all fees and allowances paid for such services, or not to take leave and forward all fees paid for such services to the Controller's Office of the University to be applied toward the salary due from the University for the period of service.

A faculty member is not required to remit to the Controller's Office any expense or mileage allowances paid by the court.

1.000 DEANS AND CHAIRPERSONS

1.100 DEANS

In the Dean's position as a faculty member in a unit, an application for promotion or tenure shall be initiated by him or her. The recommendations of the unit Faculty Evaluation Committee shall be based on the standards and procedures developed by the unit applicable to other faculty members. These recommendations shall be transmitted to the Academic Vice President. The procedure for further recommendation and appeal shall be the same as that prescribed for other faculty.

In the process of the Academic Vice President's evaluation of deans in their administrative roles, he/she shall consult with a representative group of the faculty members affected by the dean's performance.

1.200 DEPARTMENT CHAIRPERSONS

1.210 APPOINTMENTS

The Department Chairperson is appointed by the President of the University upon recommendation of the Academic Vice President and dean. The dean and Academic Vice President shall consult with the appropriate unit faculty prior to making a recommendation. The chairperson may hold academic tenure as a faculty member but not as



a chairperson.

16.220        DUTIES OF CHAIRPERSONS

A chairperson shall represent the interests of individual faculty members and the unit to the dean as well as accurately present the positions and requirements of the administration to the faculty within the unit. Subject to the authority of the dean, the chairperson shall have the responsibility to schedule classes, arrange teaching hours and assignments, meet student needs in graduate and undergraduate programs within University policies and procedures as well as standards of the unit, serve as the first line of appeal for complaints or disputes concerning the department, submit budget proposals, administer the approved budget, make recommendations regarding curricula, programs, personnel matters, and departmental concerns, administer operation of the unit office and handle routine business of the department and perform other responsibilities as assigned by the dean.

16.230        COMPENSATION

The department chairperson carrying out the responsibilities listed above shall be granted a stipend and the release time as designated in Article 13.500.

16.240        EVALUATION OF DEPARTMENT CHAIRPERSON

1. Recommendations for promotion, merit or tenure will be initiated by the chairperson or by the unit faculty, based on the standards developed by the units, and forwarded to the deans. The procedure for further recommendations and appeal will be the same as that prescribed for other faculty.
2. An annual evaluation of each chairperson in his/her administrative role will be conducted by the appropriate dean in consultation with the unit faculty and other appropriate persons. The review will focus on the chairperson's leadership in meeting the goals of the unit and fulfilling the duties outlined above.

Tenure review will be initiated when a tenured faculty member has received a less-than-normal salary increment for three (3) successive years.

17.100 PROCEDURES

Tenure reviews shall be a special responsibility of the Faculty Evaluation Committee in each unit. The Committee shall evaluate the continuing performance record of the faculty member in the areas of teaching, research or creative activity and service against the criteria for excellence and continued growth established for original award of tenure -- both University-wide and in the standards for that unit. The Committee shall recommend to the unit one (1) of two (2) courses of action:

1. continuation of tenure for a year with re-evaluation at the end of that year with an accompanying letter stating the reasons for the probationary period, or
2. discontinuation of tenure for a minimum period of one (1) year with re-evaluation each year until tenure is reinstated or until the faculty member's employment is terminated.

The reasons for each recommendation shall accompany same.

The entire faculty of the unit shall vote on each Committee recommendation and the results of this vote, together with the report of the Committee and the appropriate documentation of the faculty member's performance record, shall be forwarded to the dean. The dean shall review each case and shall make a decision. This decision shall be sent in writing to the faculty member concerned, to the unit chairperson and to the Academic Vice President. In the event of lack of concurrence between the recommendation of the unit and the dean's decision, the dean shall append to his/her decision the reasons for such lack of concurrence and for his/her decision.

The decision of the dean may be appealed by the faculty member to the Academic Vice President. The UTU may grieve

omissions or abuses of procedures by the employer. The remedy for any procedural defect grieved shall be limited to a curing of the procedural defect.

18.000      SANCTIONS, SUSPENSIONS AND TERMINATIONS

18.100      SANCTIONS

Any employee in the bargaining unit may be subject to disciplinary sanctions. Disciplinary sanctions shall be limited to warning letters and formal reprimands. Warning letters and formal reprimands may become part of the faculty member's personnel file and may be used in conjunction with subsequent personnel considerations for a period of three (3) years following the date of the sanction.

18.200      SUSPENSION

Any employee may be reassigned or suspended with pay when, in the judgment of the Academic Vice President, it would be in the best interest of the employee, the students, or the University. Any employee may be suspended without pay upon conviction of a felony or when the employee is absent without authorization or justification for a period in excess of five (5) class or regular work days.

18.300      CAUSES FOR DISCIPLINE OR DISCHARGE

The employer may discipline or discharge employees for the following causes:

1. conviction of a felony or of a crime involving moral turpitude during the period of employment at the institution or the willful concealment of such crime in making application for employment;
2. conviction of theft of University property or property in the custody of the University;
3. fraud or deliberate misrepresentation of professional preparation, accomplishment or experience in connection with initial hiring or in the submission of materials for



evaluation for promotion, tenure or salary adjustment purposes;

4. plagiarism in professional papers or reports, or deliberate falsification of University records;
5. deliberate failure by the faculty member engaged in private consulting to inform his/her client that the faculty member is acting as a private consultant and not as a representative of The University of Montana;
6. violation of the conflict of interest provisions of this contract;
7. exploiting or abusing students or employees, including sexual harassment as defined by University policy in effect at the time of this agreement (Personnel Policy 235);
8. failure to carry out the responsibilities of a faculty member as defined in Article 6.200;
9. Violation of University policies ("Drug-Free Workplace" (Personnel Policy 58, adopted 7/1/89) or "Scientific Misconduct" (Personnel Policy 238, adopted 12/12/90)) required by federal law as a condition of receiving federal funding.

Faculty members accused of violating sections 7 or 9 above shall be accorded a presumption of innocence and receive due process, as afforded by the policies stated in these sections, in addition to the due process provided below in section 18.400, prior to being discharged for the alleged violations.

Faculty members that hold tenure and return rights to an academic department, but are serving the University in an administrative capacity outside the bargaining unit, shall automatically forfeit their tenure and return rights if terminated from their administrative position for causes 1 through 7 or 9 listed in this article.

#### 18.400 DISCHARGE FOR CAUSE PROCEDURE

The following procedures will be observed in all cases of discharge of probationary or tenured appointees for cause:

1. Determination to Bring Charges: If the dean is informed of any information regarding grounds for cause or any request that charges be brought, the dean or his/her designee(s) shall conduct an investigation and determine the action to be taken. If the dean determines that termination for cause proceedings should be initiated, he/she shall prepare a formal statement of charges which shall be served on the employee.
2. Request for Hearing: Within twenty days of the service of the statement of charges, the employee shall indicate to the Academic Vice President in writing whether a formal hearing is desired. If no response is received within the time specified the right to a hearing is waived.
3. Committee on Service: If a formal hearing is requested, it shall be scheduled and conducted by the Committee on Service. The Committee on Service will consist of one faculty member on continuous tenure appointed by the Board of Regents, one faculty member on continuous tenure appointed by the President, and one faculty member on continuous tenure elected by the Faculty Senate. The committee members shall serve a twelve-month term, to commence on September 1. Whenever a vacancy occurs, a successor shall be appointed by the appropriate body or individual to fill the unexpired term. A member of the committee will remove himself/herself from the case, either at the request of a party or on his/her own initiative, if he/she deems himself/herself disqualified for bias or interest. Any member so disqualified shall be replaced for purposes of the hearing by a temporary member appointed by the original appointing authority. Each party to a hearing will have one peremptory challenge.
4. Notice of Hearing: Notice of the time and place of the hearing and the names of the Committee on Service shall be mailed to the employee charged at least twenty (20) days

prior to its scheduled date. The notice shall contain the dates, times, places and persons involved in the acts or omissions upon which the charges are based; a concise statement of the relevant facts which will be placed in evidence; the names of any persons who will testify and the substance of their testimony; and copies of any documents which will be submitted in support of the charges alleged.

Employee's Answer: At least ten (10) days prior to the scheduled hearing, the faculty member shall deliver to the Academic Vice President a written answer to the charges which shall include: the names of any witnesses who will be called to testify for the faculty member and the substance of the testimony of each; copies of any documents which will be submitted into evidence by the employee; and a concise statement of the substantive points of the employee's defense. The answer shall also indicate whether the employee prefers an open or closed hearing.

Hearing Procedure: The Committee on Service, in consultation with the President and the affected employee, will exercise its judgment as to whether the hearing should be public. However, the employee's request that the hearing be private shall be binding on the Committee on Service. The employee shall have the right to representation of his/her choice, a verbatim record of the hearing available at cost, and assistance from the employer in obtaining evidence or cooperation of witnesses.

The employer shall have the burden of going forward with the evidence and the burden of proof shall be a preponderance of the evidence. The strict rules of evidence need not be applied. Witnesses and documents in addition to those specified in the notice and answer may be presented at the hearing. However, either party shall have the right to request postponement in the event of valid surprise. Both parties shall have the right to cross-examine witnesses and



to make both opening and closing remarks. Any member of the bargaining unit may be requested by either party to testify or present evidence. Giving testimony or presenting evidence when so requested shall be an academic responsibility to assist in the proper administration of University affairs within the meaning of Section 6.200.

Upon conclusion of the presentation of all evidence and argument by both parties, the Committee on Service shall repair to executive session. Within ten (10) days of the date of the hearing, the Committee on Service shall have voted for discharge or retention.

7. Transmittal of Recommendation: The chairperson of the Committee on Service shall mail the written recommendation of the Committee on Service to the employee and the President within fifteen (15) days of the date of hearing.
8. Right of Appeal: Within fifteen (15) days of receipt of the written recommendation of the Committee on Service, the employee may notify the President of his/her intent to appeal the recommendation.
9. Appeal Hearing: The President or designee shall schedule a meeting with the employee and hear the appeal within fifteen (15) days of receipt of the notice of intent to appeal.
10. Final Disposition: The employee shall be notified of the President's decision in writing within fifteen (15) days following the recommendation of the Committee on Service, or if an appeal hearing was conducted, fifteen (15) days following such hearing. This notification shall include specification of cause(s) for discharge as stated in this contract. The decision shall constitute the final administrative action and may be grieved as to procedural matters only. The remedy on grievance shall be limited to correcting the procedural defect by remanding the matter for

remedial action, but may not reverse a substantive decision or academic judgment.

18.500      RETRENCHMENT

Retrenchment is the termination of tenured faculty members for financial or programmatic reasons.

The necessity for retrenchment shall be determined by the Board of Regents, based upon recommendations by the President of the University, a review committee, and the Commissioner of Higher Education in accordance with the procedures detailed in this section.

In determining whether retrenchment is necessary and in selecting the areas where the terminations will occur, consideration shall be given to the University's responsibility to offer an appropriate range of courses and programs and to maintain a balanced institutional effort that is responsive to the needs of the students and the state.

18.510      CURTAILMENT

The necessity for retrenchment may be determined to exist in any one or any combination of the following instances:

When the total number of faculty FTE employed and funded from the current unrestricted operating budget for personal services exceeds the number of faculty FTE positions generated by the formula within the appropriation for the next period by at least twenty (20) faculty FTE. The number of tenured faculty terminated under this provision shall not exceed the number specified. Before the terminations of tenured faculty can occur, a serious effort must be made to achieve these reductions through attrition.

When the student/faculty ratio in any discipline, program or department of instruction has a sustained decline to an aggregate of at least twenty percent (20%) within the previous six (6) years beginning in 1975-76 and the student/faculty ratio is less than 19:1.

Upon recommendation of the President of the University, the

review committee, and the Commissioner of Higher Education in accordance with the procedures detailed in Section 18.530.

18.520        DISCONTINUANCE

The Board of Regents may initiate discontinuance through the Commissioner of Higher Education consistent with the procedures of this section.

The necessity for retrenchment in the form of discontinuance of any discipline, program, degree, option, area of concentration, or department of instruction may be determined to exist in any one or any combination of the following instances:

1.        When the total number of the faculty FTE employed and funded from the current unrestricted operating budget for personal services exceeds the number of faculty FTE positions generated by the formula within the appropriation for the next period by at least fifteen (15) faculty FTE.
2.        When the Commissioner of Higher Education recommends discontinuance based upon findings and conclusions resulting from the process of system-wide review of the particular discipline, program, degree, option, or department of instruction. In this instance, the Commissioner, in lieu of the President, will take the initiative and responsibility of drafting the plan. Retrenchment would then proceed in accordance with the procedures detailed below in Section 18.530.
3.        Upon recommendation of the President of the University, the review committee, and the Commissioner of Higher Education in accordance with the procedures in 18.530.

18.530        RETRENCHMENT PROCEDURES

The President shall draft a retrenchment plan which documents the need for retrenchment, the number of faculty members to be terminated by department, discipline, program, degree, option or area of concentration, and any relevant supporting information. Documentation will include, but not be limited to, references to



duplication, quality and productivity.

The President shall submit the retrenchment plan to a review committee at least two (2) months before the matter is taken to the Board. The review committee shall consist of three (3) faculty members selected by the Executive Committee of the Faculty Senate, three (3) faculty members selected by the Union, three (3) faculty members selected by the President, and three (3) students appointed by the President of ASUM. No member shall be from any unit affected by the President's retrenchment plan.

Within forty-five (45) days after receiving the retrenchment plan from the President the review committee shall prepare a report, with supporting documents and rationale, concurring or disagreeing with the President's recommendation. The President and the committee shall attempt to agree upon a single recommendation for the Commissioner of Higher Education. If they cannot agree, the President and the committee shall present separate reports to the Commissioner. The Commissioner shall formulate his/her own recommendation and shall submit it along with the recommendations of the President and committee to the Board of Regents.

The board shall make the final decision on whether retrenchment is necessary and the number of faculty members to be terminated by department, discipline, program, degree, option or area of concentration, and any relevant supporting information. After the Board's decision, the President shall report to the Faculty Senate on the implementation of the retrenchment plan for each of the three years after the retrenchment plan has been adopted.

In all cases of retrenchment, faculty members will have the following rights:

1. Terminations shall be in reverse order of seniority by the department, discipline, program, degree, option or area of concentration which has been identified for retrenchment, unless an exception to the order of seniority is necessary to assure that the qualifications of the remaining appointees meet the requirements of the programs to be retained or to take into account the Affirmative Action

Plan. Seniority is measured by the faculty member's full-time equivalent service at the institution. Between faculty members of equal length of service, the member with the higher rank shall have retention priority. The academic year shall be deemed to be a year of service and no additional seniority shall be accrued for any assignment beyond the academic year.

2. No tenured faculty member shall be terminated if non-tenured faculty members are retained in the same discipline to teach courses the tenured faculty member is qualified and capable of teaching.
3. A faculty member may apply for reassignment rather than be terminated if the faculty member satisfies the qualifications for a position in a unit (department, school, program) in which there is an approved available position opening for which recruitment has been authorized. The faculty member shall retain his/her former salary, rank and tenure status.
4. Any tenured faculty member selected for termination shall have the right to apply for any existing open non-academic positions at the institution, and in the absence of a candidate with clearly superior qualifications, the faculty member shall be given employment preference. In this situation the faculty member shall receive the salary established for the new position and shall lose academic rank and tenure.
5. The position of any tenured faculty member terminated because of retrenchment shall not be filled for a period of two (2) years unless the terminated faculty member has been offered reinstatement at previous rank, tenure and salary level. The faculty member shall have thirty (30) days in which to accept or decline.
6. Each tenured faculty member selected for termination shall be so informed a minimum of twelve (12) months prior to the date of termination.

The UTU may institute a grievance on behalf of a faculty

member selected for termination only on the basis that the procedure outlined in this section was not followed. The Board's decision that retrenchment is necessary is not grievable.

18.600      DISABILITY

In the event that an employee becomes incapable of performing the regular responsibilities incident to employment and sick leave, annual leave, and a maximum of one (1) year of leave without pay have been exhausted without correction of the disability, then the employer will discontinue the employment permanently and recruit a permanent replacement for the position. The employer shall assist the employee in pursuit of rights under workers' compensation or long-term disability insurance and, where feasible, shall seek to re-employ the employee in any other position for which the employee is qualified and capable of performing.

18.700      RESIGNATIONS

A member of the bargaining unit who wishes to resign from the University normally shall give notice thirty (30) days after receiving notice of terms of appointment for the succeeding academic year, or April 15, whichever is later. Resignations should be dated, signed, the reasons stated for resigning, the date upon which the resignation is to be effective, and should be given to the dean.

18.800      RETIREMENT

Retirement shall be governed by applicable state and federal statutes.

Retirement benefits shall be granted in accordance with the provisions of Chapter 4, Title 19, Montana Code Annotated.

18.900      NON-RENEWAL

Employment may be discontinued in the event the employer elects not to renew a probationary appointment for an additional term consistent with the provisions of this agreement.



19.000

GRIEVANCE PROCEDURE AND ARBITRATION

19.100

PURPOSE

The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance, and they encourage open communication between administrators and faculty members so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. The purpose of this Article is to promote prompt and efficient procedures for investigating and resolving grievances. These procedures shall be the only means for resolving faculty grievances.

19.200

RESORTING TO OTHER PROCEDURES

If a faculty member seeks formal resolution of a grievance matter in any forum or set of procedures other than those established in this Article, whether administrative or judicial, the employer shall have no obligation to entertain or proceed further with the matter.

19.300

REPRESENTATION

UTU shall have the exclusive right to represent any faculty member who files a grievance.

19.400

DEFINITION

A grievance is defined as any dispute which arises regarding the misapplication and/or misrepresentation or other violation of a provision of this agreement by the administration including department chairpersons acting in a managerial capacity as alleged by the UTU on behalf of a faculty member and/or group of faculty members and/or by the UTU on its own behalf.

The grievance and arbitration procedures provided for herein will not include (1) any complaints relating to or arising out of the faculty evaluation process except as provided in Section 10.330 of this agreement and (2) any other matter specifically excluded elsewhere in this agreement from the grievance and arbitration procedures.

19.500 GRIEVANCE REPRESENTATIVES

Designated UTU representatives shall have the right to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings with the President, Board, or their representatives necessitate rescheduling of assigned duties, the representatives may, with the approval of the appropriate administrator, arrange for having duties rescheduled or covered by colleagues. Such approval shall not be unreasonably withheld.

19.600 SUBMISSION OF THE GRIEVANCE

Grievances must be submitted to the President or his/her designee on the grievance form as set forth in 19.610.

19.610 GRIEVANCE FORM

1. Name of employee grievant:
2. Date(s) alleged grievance occurred:
3. Name(s) of administrator(s) involved in violation of contract on which grievance is based:
4. Articles and sections of contract which were violated (quote specific language):
5. Summary and explanation of grievance:
6. Witnesses:
7. Documents (identify here and attach):
8. Remedy requested:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signature of Employee Grievant

Signature of UTU Representative

19.700

FORMAL GRIEVANCE PROCEDURE

Filing. All grievances must be filed within twenty-five (25) working days following the act or omission giving rise thereto or within twenty-five (25) working days after the grievant knew or should have reasonably known of the act or omission giving rise to the grievance. The UTU may, in the written grievance which is filed, request the postponement of any action in processing the grievance formally for a period of up to twenty (20) working days, during which period efforts to resolve the grievance informally should be made. The initial extension and additional fifteen (15) working day extensions should be granted by the employer unless to do so would impede resolution of the grievance. No award shall be increased and no additional rights shall be acquired as a result of granting an extension unless the extension was required as a result of administrative action or inaction. The UTU may at any time terminate the postponement period by giving written notice to the President or his/her designee that the UTU wishes to proceed with the Step 1 meeting provided below. If the postponement period, or any extension thereof, expires without such written notice, the UTU and the grievant shall be deemed to have waived any right to process the grievance further.

Step 1. The President or his/her designee shall conduct a closed conference with the grievant, the UTU grievance representative and the defendant designated by the UTU as most centrally involved no later than ten (10) working days following: (1) receipt of the grievance if no postponement is granted; or (2) receipt of written notice that the UTU wishes to proceed with the Step 1 meeting. If the designated defendant or grievant is on official University leave or travel status on University business, a ten (10) working day extension will be granted for this conference. If either is still on leave or such travel status at the end of this first extension, two additional ten (10) working day extensions may be granted. At the conference, the UTU shall



present witnesses and other evidence and arguments in support of the grievance and representatives of the administration shall present evidence and arguments in response. The President or his/her designee shall issue a written decision within ten (10) working days following the conclusion of the conference.

(If the grievance is based on an action by the Commissioner or Board, then the Step 1 conference will take place between the Commissioner, the grievant, and the UTU representative, in accordance with the above procedures except the Commissioner shall issue a decision within twenty (20) days.)

Step 2. In the event the grievance has not been resolved at Step 1, the UTU may proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the President and only with the Commissioner or the Board where the grievance is based on an action by the Commissioner and/or the Board within ten (10) working days after receipt of the Step 1 decision and shall be signed by the President of UTU or representative. Only those acts or omissions and sections of the agreement identified at Step 1 may be considered at arbitration. The grievance may be withdrawn by the grievant or by the UTU at any point prior to the scheduling of the arbitration hearing.

19.800      ARBITRATION

19.810      SELECTION OF AN ARBITRATOR

When the UTU submits a timely written notice for arbitration of an unresolved grievance, the UTU and employer shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished within (10) working days of receipt of the list, UTU and the employer each striking one (1) name from the list alternately until only one (1) name remains.

Except as modified by this agreement, arbitration proceedings shall be conducted in accordance with applicable rules and procedures of the Federal Mediation and Conciliation Service

(FMCS) .

19.820      AUTHORITY OF THE ARBITRATOR

The arbitrator shall neither add to, delete from, or modify the terms of this agreement or of any individual contract of employment. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants tenure nor may the arbitrator order promotion as a remedy in any case except where the recommendation of the dean and the Faculty Evaluation Committee or the ad hoc committee was for promotion. The remedy for any procedural defect resulting from actions of department chairpersons or other administrators outside the bargaining unit shall be limited to curing the procedural defect and/or awarding compensatory damages. Within twenty (20) working days of receipt of the arbitrator's written award either the UTU or employer shall have the right to initiate an action in the District Court of the Fourth Judicial District for a declaratory judgment precluding enforcement of any arbitration award in the event of the existence of any of the following circumstances:

1.      The arbitrator has exceeded his/her authority as circumscribed by this contract.
2.      The arbitrator has assumed jurisdiction of matters not arbitrable.
3.      The award is contrary to the substantive law, or the terms of this agreement.

19.830      ARBITRABILITY

In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that he/she has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing

at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed.

19.840 CONDUCT OF HEARING

The arbitrator shall hold the hearing in the city where the grievant is employed, unless otherwise agreed by the parties. The hearing shall commence within twenty-one (21) working days of the arbitrator's acceptance of being selected, or as soon thereafter as is practicable. The arbitrator shall issue the decision within thirty (30) working days of the close of the hearing, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions of the issues submitted, including a statement of the specific issue or issues decided and the specific contract sections, if any, found to be violated and state the remedy ordered.

19.850 EFFECT OF DECISION

The decision or award of the arbitrator shall be final and binding upon the employer, the UTU, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction.

19.860 FEES AND EXPENSES

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The cost of any transcripts required by the arbitrator shall be divided equally between the parties. If either party orders a transcript it shall allow the other party to copy the transcript by paying half of the cost of the transcript plus copying costs.

19.870 TIME LIMITS

All time limits contained in this Article may be extended by mutual agreement of the parties. Upon failure of the employer or



its representatives to provide a decision within the time limits provided in this Article, the grievant through the UTU may appeal to the next stage. Upon failure of the grievant or UTU to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision of the prior stage.

19.880        NOTIFICATION

All grievance requests for review, notices, and decisions shall be transmitted in person or by certified or registered mail, restricted mail, restricted delivery, return receipt requested. The date of receipt shall be the official date in the event of a question as to the timeliness of any grievance, request for review, notice, or decision.

19.890        RETROACTIVITY

An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days before the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.

19.895        REPRISAL

No reprisal of any kind will be made by either party against any grievant, any witness, any UTU representative, or any other participant in the grievance procedure by reason of such participation.

19.900        PRECEDENT

No complaint informally resolved or grievance resolved at Stage 1 shall constitute a precedent for any purpose, unless agreed to in writing by the President or representative or Commissioner and the UTU acting through its President or representative.

19.950        RECORDS

All written materials pertinent to a grievance shall be

filed separately from the personnel file of the grievant or witnesses.

20.000

#### STUDENT PARTICIPATION

The Board and the UTU recognize the necessity and desirability of student participation at all levels of academic decision making in accordance with the following guidelines:

1. All parties shall support and work cooperatively with the elected student government of the Associated Students of The University of Montana (ASUM).
2. Students shall have the right and responsibility of participation in all academic unit meetings and in all unit committees in accordance with the terms of this agreement. Student representation on committees, including search committees, in academic units, shall consist of at least one (1) student member unless the committee is larger than five (5), in which case there must be at least two (2) students. Student representatives shall have full participatory rights except as otherwise provided in this agreement. Student representatives may be excluded from any unit decision which directly affects academic evaluation and standing of individual students. Unit chairpersons or deans shall meet and confer with ASUM to determine the appropriate process for the selection of student representatives.
3. Students shall have the right and responsibility of participation in all faculty and/or administration committees, both standing and ad hoc. The number of faculty representatives on any committee shall not be reduced to achieve the specified level of student representation. Student representation on faculty and/or administrative committees, both standing and ad hoc, shall be as follows:
  - (a) Students shall not participate in the Executive Committee of

the Senate, The Faculty Benefits Committee, the Faculty Council, the Service Committee, the Appeals Committee, the University Grievance Committee, the Institutional Review Board, or the Animal Research Committee.

- (b) Student participation in the Faculty Senate, the Graduate Council and the University Research Committee shall be determined by the Senate but (i) the Senate shall include at least two students as non-voting members and (ii) both the Graduate Council and the University Research Committee shall include at least three graduate students.
- (c) Student participation in search committees for campus administrative positions shall consist of at least two (2) members.
- (d) Student participation on the following standing committees shall be as follows:

Campus Development Committee	3 members
Recreation Committee	4 members
Library and Archives Committee	3 members
Athletic Committee	2 members
Presidential Advisory Committee	2 members
Store Board	5 members
Building Fee Committee	2 members
Computer Users Advisory Committee	3 members
International Students Committee	2 members
Pantzer Award Committee	1 member
University Court	3 members
Discrimination Grievance Committee	2 members
Academic Standards and Curriculum Review Committee	6 members
Student Complaint Committee	3 members

For any committees not listed above, student representation shall be at least two (2) members. Except as otherwise specifically provided in this contract (i.e., appointment to academic unit committees, the Retrenchment Review Committee and the Student Complaint Committee), student



representatives shall be appointed as follows: prior to appointment, the President of ASUM or his/her designee shall consult informally with the President of the University or his/her designee as to potential appointees. Where agreement is achieved as a result of this informal consultation, the President of ASUM or his/her designee shall proceed to make the appointment. Where no agreement is achieved the remaining student representatives to committees shall be appointed by the President of the University from a slate of nominees submitted by the President of ASUM or his/her designee. A slate shall consist of twice the number of positions to be filled. In case of student representation on a Presidential Search Committee, the appointment shall be by the Board of Regents from a slate of nominees forwarded to the Commissioner of Higher Education by the ASUM President or his/her designee.

4. Students and the Vice President for ASUM shall be given the same notice of meetings as other committee members. In the event ASUM elects to refrain from participation or fails to exercise their prerogative to participate within a reasonable time, the meeting or committee may proceed without student participation and the process shall not be flawed by the absence of student participation.

## 21.000

### STUDENT COMPLAINT PROCEDURE

#### 21.100

##### PURPOSE

The purpose of this section is to promote the prompt and efficient resolution of student complaints concerning academic judgments by members of the bargaining unit or University administrators. Student complaints about employment relations or other campus activities or policies extending beyond the immediate teaching/learning context are subject to other University policies and procedures. Student complaints alleging unlawful discrimination not intrinsically related to the academic process should be filed with the University EEO/AA Officer. Any complaint

about academic judgments that accompanies alleged nonacademic misconduct by a member of the bargaining unit or administrator may be addressed under the procedures of this action. The parties agree that problems which might ultimately be a cause of complaint should be resolved wherever possible without resorting to this procedure.

21.200      RESORTING TO OTHER PROCEDURES

If the student complainant(s) seeks resolution of a complaint in any non-University forum, whether administrative or judicial, the parties to a complaint under this section shall have no obligation to proceed further under the provisions of this section. It is understood, however, that the procedure under this section is the only appropriate University procedure, other than departmental procedures, for a student to dispute a decision solely involving academic assessment by a faculty member or administrator. The student complainant(s) shall exhaust any available departmental procedures, prior to initiating a complaint under this section. The time period for initiating a complaint under 21.500 below shall commence when the student receives a final decision under departmental procedures.

21.300      DEFINITION OF COMPLAINT

The term "complaint" shall mean a claim or allegation by a student who is a real party in interest against members of the bargaining unit or University administrators that:

1.      The faculty member(s) significantly failed to carry out their responsibilities as defined in this contract;
2.      The University administrator(s) significantly failed to carry out an assigned responsibility or to apply University policy fairly and impartially; and/or
3.      The faculty member(s) or other University administrator(s) failed to maintain a responsible, professional relationship with the complainant(s), using the teaching/learning context as a means to extract inappropriate personal advantage or in any other way using professional authority for other than

appropriate purposes.

21.400 STUDENT COMPLAINT OFFICER

The President of ASUM shall appoint a Student Complaint Officer and an alternate or designee to act in case the Student Complaint Officer fails to act. The Student Complaint officer or designee shall represent any student and/or group of students that files a complaint.

21.500 FORMAL COMPLAINT PROCEDURE

Step 1: Within thirty (30) days after the act or omission which caused the complaint, or following the date that the student knew or should have known of such an act or omission, the student may confer with the person(s) against whom the complaint exists. Both parties to the complaint should make an effort to resolve the complaint during this Step 1 meeting. Either party to the complaint may request witnesses to the Step 1 meeting.

Step 2: If the student feels the matter is unresolved after the Step 1 meeting, he/she shall bring the matter to the attention of the Student Complaint Officer or designee. If the Student Complaint Officer or designee agrees to proceed with the complaint, the Student Complaint Officer or designee shall, within ten (10) days of the Step 1 meeting or within forty (40) days of the act or omission, request in writing that the immediate supervisor(s) of the faculty member(s) or administrator(s) involved, arrange a Step 2 meeting between the complaining student(s), the faculty member(s) or University administrator(s) involved, the Student Complaint Officer or Student Complaint Officer's designee and the immediate supervisor. This request shall be granted within ten (10) days. Any party to the requested meeting may designate a surrogate, but if the requested meeting cannot be arranged within ten (10) working days of the receipt of the request, the complainant(s) may proceed to Step 3.

The student shall state his/her complaint in writing on the form specified in Article 21.510, and a copy of the completed form shall be given to the faculty member(s) and administrator(s)



involved at least five (5) days prior to the Step 2 meeting. A determined effort will be made to resolve the complaint in the Step 2 meeting.

Step 3: If the student(s) and the Student Complaint Officer or designee believe the matter is unresolved after the Step 2 meeting, the Student Complaint Officer may, within five (5) days, submit a formal written complaint to the Student Complaint Committee. The Student Complaint Committee shall consist of four (4) members of the bargaining unit appointed by the President of the Faculty Senate, the Provost or the Provost's designee who shall serve as chairperson, and two (2) students appointed by the ASUM president. Each of the presidents shall also appoint an alternate for each of the committee members. Under no circumstances shall any of the seven (7) members of the Student Complaint Committee hearing the complaint be from the same unit or administrative office as the parties to the complaint. Both parties to the complaint may exercise one peremptory challenge of a Committee member to hear the complaint.

Within fifteen (15) days of filing of a complaint, the Student Complaint Committee shall determine findings of fact and recommend either dismissal of the complaint, a warning letter, formal reprimand, and/or a specific remedy limited to curing the act or omission complained of. During the course of its deliberation, the Committee shall confer with the parties to the complaint and may confer with other individuals at its discretion. The Committee shall make its decision by majority vote.

The decision of the Committee shall be forwarded to the University President who may or may not accept the Committee's recommendation. The University President shall, within five (5) working days of receipt of the recommendations, either approve them or remand them to the Committee together with his/her objections and a suggested alternative resolution. The Committee shall, within five (5) working days of receipt of the President's suggested alternative resolution, either accept it or forward its own suggestion to the University President. The President may accept or reject the Committee's suggestion. Implementation of a

specific remedy rests with the University President whose decision shall be the final campus disposition of the complaint. The President shall provide the Committee with a rationale for the final disposition, should it differ from that suggested by the Committee.

21.510 COMPLAINT FORM

1. Name of student complainant(s):
2. Date(s) complaint occurred:
3. Name(s) of bargaining unit member(s) or administrator(s) involved in complaint:
4. Articles and sections of contract on which complaint is based:
5. Summary and explanation of complaint:
6. Witnesses:
7. Documents (identify here and attach):
8. Remedy Request:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Signature of Complainant

21.520 EXPEDITED PROCEDURE

A student may elect to use this expedited procedure only to dispute a final course grade for spring semester, dismissal from an academic program, or decision preventing graduation. The Formal Complaint Procedure, described in Section 21.500, shall be modified as follows.

The student may proceed without the Student Complaint

Officer at Step 2 if the Student Complaint Officer or alternate or designee fails to contact the student complainant within three (3) days, excluding weekends and holidays, of the student's contacting the ASUM Student Complaint Office. A request for a Step 2 meeting shall be labeled prominently as a request for Step 2 under this expedited procedure, and shall include the completed written complaint form. The request for an expedited Step 2 meeting shall be granted by the supervisor within seven (7) days. If the student complainant finds that the immediate supervisor of the faculty member or administrator complained against is not available within seven (7) days, or has failed to respond within seven (7) days, the student may make the request for an expedited Step 2 meeting to any supervisor of the administrator or faculty member that is available. If the supervisor receiving a request for an expedited Step 2 finds that the faculty member or administrator complained against is not available, or fails to respond, the supervisor shall designate another faculty member to represent the absent faculty member, or designate another administrator to represent the absent administrator, in the Step 2 meeting.

If the matter is unresolved after the Step 2 meeting, the Student Complaint Officer or student complainant may submit immediately a request to the President of the University to convene the Student Complaint Committee to conduct a hearing and recommend a decision to the President. The Student Complaint Committee shall decide the case within five (5) days after convening, and send its finding of fact and recommendation to the President for the final decision. The President may accept or reject the Committee's decision. Implementation of a specific remedy rests with the University President whose decision shall be the final campus disposition of the complaint. The President shall provide the Committee with a rationale for the final disposition, should it differ from that recommended by the Committee.

#### 21.600 TIME LIMITS

At the election of the student complainant only, the time limits stipulated in this procedure shall exclude final examination days, all scheduled breaks and holidays, and summer break, and may



be extended by mutual written agreement between the parties to the complaint. Failure to comply with the time limits by the student in the absence of such written agreement shall be deemed acceptance by the student of the decision of the administrator or faculty member at the previous step. If a faculty member or administrator fails to comply with the time limits stipulated in this procedure, the student or Student Complaint Officer may proceed immediately to the next step.

21.700      RECORDS

The final decision of the President shall be filed in the affected faculty member(s) or University administrator(s) personnel file(s) for a period of three (3) years following the date of issuance.

21.800      REPRISAL

No reprisal of any kind will be made by either party against any student, any witness, any UTU representative, the Student Complaint officer, or any other participant in the complaint procedure by reason of such participation. This does not, of course, limit the faculty member(s) or University administrator(s) right to legal redress.

21.900      COMPLAINT DISSOLUTION

The decision made to dissolve a complaint at any step shall not modify or subvert this agreement or the intent of this agreement.

MEMORANDUM OF UNDERSTANDING

Within ninety (90) days following the ratification of the 1993-97 UTU Collective Bargaining Agreement the employer shall, with participation of a faculty member appointed by the UTU, develop and the employer shall implement a campus policy prohibiting discrimination on the basis of sexual orientation.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

For the Employer:

For the UTU:

Sue Hill

Richard T. Wailey

## MEMORANDUM OF UNDERSTANDING

The undersigned parties acknowledge the possibility for a delay in the implementation of the 2.5% normal increase provided for in 13.220 of the collective bargaining agreement. The implementation date depends on the funds made available through the state pay plan. For the purposes of budgeting, the parties projected that the state pay plan would provide for increases of 2.5% and that state general fund support in the pay plan would equal 67% of the cost of providing pay increases at the University of Montana. The parties agree that if the combined value of pay raises provided for by the state pay plan and its general fund support for the University of Montana falls short of this projection, the implementation of the 2.5% normal increase will be delayed by a fraction of the academic year equal to  $[1 - (\text{Percent Pay Plan Raise} \times \text{Percent of State General Fund Support})/168]$ .

To illustrate, if the percent pay plan raise were 2.5 and the percent of state general fund support for pay plan costs were 67, the fraction of the year over which the raise would be delayed would be zero. To illustrate again, if the percent pay plan raise were 1.25 and the percent of state general fund support for pay plan costs were 67, the fraction of the year over which the raise would be delayed would be .5. Notwithstanding the operation of the formula described above, it is understood that in no case will the 2.5% raise be paid before the first day or after the last day of the year.

In the event of a disagreement concerning the implementation date for the 2.5% normal increase, the exclusive mechanism to resolve the matter is negotiations.



Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_,  
1994.

For the UTU:

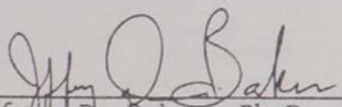
For the Employer:

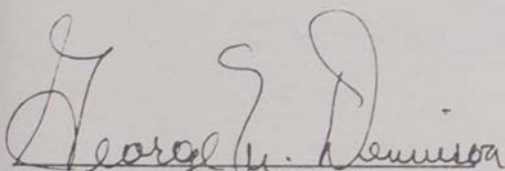
Sue Hill

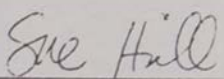
Richard T. Wisley

Dated this 7th day of October, 1994.

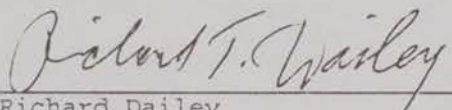
FOR THE BOARD OF REGENTS:

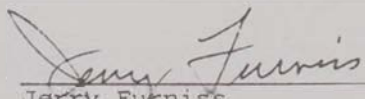
  
Jeffrey D. Baker, Ph.D.  
Commissioner of Higher Education

  
George W. Dennison, President  
The University of Montana

  
Sue Hill  
Chief Spokesperson

FOR THE UTU:

  
Richard Dailey  
President, UTU  
The University of Montana

  
Jerry Furniss  
Chief Spokesperson

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